

# **TEAM FIT FOODIE GRAND CAYMAN MARATHON TRIP**

## **Official Rules**

The “Team Fit Foodie Grand Cayman Marathon Trip” Contest (the “Promotion”) may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Promotion is governed exclusively by the laws of the United States. You are not authorized to participate in the Promotion if you are not located within the United States.

### **1. Eligibility.**

Participation is open only to legal residents of the 50 United States and the District of Columbia, (i) who have completed the Fit Foodie 2018 5K taking place on June 2, 2018 in Fairfax, VA, June 23, 2018 in Austin, TX, July 28, 2018 in Denver, CO, June and October 12, 2018 in San Diego, CA (individually and collectively, the “Fit Foodie 2018 5K Race”); and (ii) who are eighteen (18) years of age or have reached the age of majority in their state of residence as of date of entry. Employees, officers, directors and agents of Sponsor, Fast Forward Ventures and its and their affiliates, partners, advertising and promotion agencies, any agencies involved with administering the Promotion, manufacturers or distributors of Promotion materials and their immediate families (parents, children, siblings, spouse, grandparents, grandchildren) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter or win. Promotion is void where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein. Subject to all applicable federal, state, and local laws and regulations.

### **2. How to Participate.**

To enter the Promotion, during the Entry Period (defined below), eligible entrants must complete a Fit Foodie 5K Race. Limit one (1) entry per person during the Entry Period.

Multiple entrants are not permitted to share an email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, usernames, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the Promotion. 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 account used to register will be deemed to be the registrant or player. 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 the authorized account holder of the email address associated with the winning entry. The potential winner may be required to show proof of being the authorized account holder. Entries containing false information, prohibited material or inappropriate content, as determined by the Sponsor, in its sole discretion, may be disqualified. Entrants agree to be bound by all decisions of Sponsor, which are binding and final.

Proof of entry will not be deemed to be proof of receipt by Sponsor. No facsimile, mechanically reproduced, altered or forged entries permitted. Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the entrants, or by any of the equipment or programming associated with or utilized in this Promotion; or by any technical or human error that

may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion.

**3. Agreement to Official Terms and Conditions.** Sponsor's decisions are final and binding in all matters relating to this Promotion, including, but not limited to, interpretation and application of these Official Rules. By participating in this Promotion, entrants agree to abide by these Official Rules. Any entrant or winner who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

**4. Entry Period.** The Promotion begins at 8:00 AM Eastern Time ("ET") on June 1, 2018, and ends upon the start of each Fit Foodie 2018 5K Race as set forth in Section 1 above ("Entry Period").

**5. Winner Selection.** After completion of each Fit Foodie 2018 5K Race, Sponsor will determine the potential winners for that Fit Foodie 2018 5K Race based on the eligible male and female entrants with the fastest race completion time, subject to verification.

The potential winners will be notified by in person and by email after completion of the Fit Foodie 5K Race by a Sponsor representative at the email address provided to Sponsor at the time of entry and will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") within five (5) days of prize notification. If the potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if the potential winner rejects his/her prize, if the potential winner does not agree to run the Marathon (defined below) or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and an alternate potential winner may be determined by Sponsor based on the eligible male or female entrant (as applicable) with the next fastest race time. Upon prize forfeiture, no compensation will be given. Sponsor, in its sole discretion, may limit the number of attempts to award the prize to two (2) attempts. In such case, if the prize winner cannot be confirmed after two (2) attempts, the prize will remain un-awarded.

**6. Prize.** Eight (8) winners total: One (1) male and one (1) female winner from each Fit Foodie 2018 5K Race will each receive one (1) spot on the Fit Foodie four (4)-person race team for the 2018 Intertrust Cayman Islands Marathon to be held on December 2, 2018 in Grand Cayman (the "Marathon"). In connection with each winner's agreement to participate in the Marathon, each winner will receive the following package:

- 3 Nights (Friday-Monday) double occupancy hotel accommodations at Sunshine Suites Resort in Grand Cayman
- Air Transportation (coach/economy class) from airport in 5K race city to Grand Cayman
- Hotel/Air ground transfers in GCM
- Cayman Spirits Rum Distillery Tour (date and time to be determined by Sponsor)
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- Cayman Islands Marathon Runners Bib with timing chip
- Special designed 2018 Marathon Runners Tech T-shirt OR Tank
- Commemorative Finishers Medal
- Night before Carb Loading Pasta Party
- Ground Transportation to and from the Pasta Party from their hotel
- Ground Transportation to and from the Start/Finish Line

The total approximate retail value of the prize is \$3,000.00. Winner and guest must travel in accordance with the winner's notification/eligibility letter. Reservations are subject to availability. Availability of tickets is limited for each flight, as some flights may already be booked and consequently have no seats available. Travel and hotel accommodation must be reserved through Sponsor or otherwise as directed by Sponsor, in its sole discretion. If winner wishes to travel alone, airline tickets for winner's guest will be forfeited. No refund or compensation will be made in the event of the cancellation or delay of any flight. Guest must be the age of majority in his/her country and state of residence unless winner is such guest's parent or legal guardian. No refund or compensation will be provided in the event winner chooses to travel without a guest.

Winner and guest will abide by and be subject to these Official Rules and the terms and conditions set forth in the passenger ticket contract. Flight schedules are subject to change without notice. Prize cannot be combined with any other offer or promotional fare. Once a booking has been confirmed, no changes are permitted. If a booking is cancelled by the winner, no alternative tickets will be issued and the prize will be deemed to have been forfeited without payment of any compensation or refund.

All expenses and costs not expressly stated in the prize description above, including but not limited to meals, tips, incidentals, passenger tariffs or duties, surcharges, airport fees, baggage fees, service charges or facility charges, personal charges at lodging, security fees, visa, passport and insurance requirements, state, federal or local taxes of any kind, or other expenses are solely the responsibility of winner and guest. Neither winner nor guest is entitled to frequent flyer miles in connection with the prize. Winner and guest must each have a valid passport as of six (6) months prior to the date of departure. Guest must travel on the same flights on the same date as the winner and must execute an Affidavit (defined below) and return it prior to issuance of travel documents in order to accompany winner on trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Terms and conditions of all tickets apply. Specific seat locations will be determined by Sponsor in its sole discretion. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and guest will be solely responsible for obtaining valid identification (including but not limited to passports) relating to acceptance and use of the prize. Actual value of prize may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Sponsor is not liable for any loss or damage caused by incomplete or missing travel documentation.

No transfer, refund, substitution or replacement of prize permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). Any portion of the prize not accepted or unclaimed and/or unused by winner will be forfeited.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the stated number of prizes will be awarded.

**7. Waiver.** By participating, entrants and winners agree to release and hold harmless Sponsor, Fast Forward Ventures, its and their advertising and promotions agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death that may occur in connection with, preparation for, travel to, or participation in this Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity. TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL

IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ELEMENT OF THE PRIZE OR ANY OTHER ASPECT OF WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

**8. Conditions.** Acceptance of a prize constitutes winner's permission for Sponsor and its agents to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements regarding the Promotion and/or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

**9. Additional Terms.** The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in connection with this Promotion. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other causes beyond Sponsor's reasonable control.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. If, for any reason, all or a portion of the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and/or (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize in accordance with the winner selection process described above. In the event that a winner of this Promotion becomes unable to participate in the Marathon, Sponsor may elect to replace such winner with a substitute runner in order to ensure each Marathon team has the required number of runners, it being understood that such substitute runner will not be deemed a winner of this Promotion or receive any prize. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**10. Limitation of Liability; Disclaimer of Warranties.** ENTRANTS, WINNERS AND GUESTS AGREE TO RELEASE AND HOLD HARMLESS THE RELEASED ENTITIES FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH THAT MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR

PARTICIPATION IN THE PROMOTION, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY, AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, MISAPPROPRIATION, FALSE ASSOCIATION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, BREACH OF CONTRACT, AND/OR MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE RELEASED ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF ANY PROMOTION-RELATED WEBSITE, APP, PRIZE AND/OR THE PROMOTION, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPS ASSOCIATED WITH THE PROMOTION.

WITHOUT LIMITING THE FOREGOING, THIS PROMOTION, ANY PROMOTION-RELATED WEBSITE AND THE PRIZE ARE 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, AS PERMITTED BY LAW. THE RELEASED ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE PROMOTION OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF A PRIZE TO TRAVEL AS SCHEDULED DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE RELEASED ENTITIES.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROMOTION IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW.

**11. Disputes; Binding Arbitration; Governing Law.** Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. Entrants agree not to raise the defense of

forum non conveniens. Except where prohibited, all entrants agree that: (1) 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 attorneys' fees; and (2) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

**12. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [www.caymanislands.ky](http://www.caymanislands.ky). By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in connection with this Promotion, and acknowledge that they have read and accepted Sponsor's privacy policy.

**13. Winner's Name; Official Rules.** To obtain the winner's name and/or a copy of these Official Rules, send an email within ninety (90) days after winner selection to [contact\\_us@caymanislands.ky](mailto:contact_us@caymanislands.ky) subject line: Team Fit Foodie Grand Cayman Marathon Trip.

**14. Sponsor.** Cayman Islands Department of Tourism, Suite 2720, Empire State Building, 350 Fifth Avenue, New York, NY 10018.

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