

**LATITUDE PR LLC**  
**“Family Vacation in Puerto Vallarta” Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** The “Puerto Vallarta, Mexico’s Family Destination” Sweepstakes (the “Sweepstakes”) is open and offered only to legal residents of the 50 United States (including D.C.) and Canada (excluding the province of Quebec) who have reached the age of majority in their state (or province) of residence at the time of entry. Employees of LATITUDE PR LLC, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void in Puerto Rico and where prohibited by law.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by LATITUDE PR LLC, 20 W 20th St., Suite 233, New York, NY 10011 (the “Sponsor”) (the “Administrator”).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants (the “Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Daylight Time (“EDT”) on April 15, 2017 and ends at 11:59:59 p.m. EDT on October 30, 2017 (“Sweepstakes Period”). During the Sweepstakes Period, eligible Entrants can enter the Sweepstakes by simply completing the online Sweepstakes registration form located at [Visitpuertovallarta.com/win-a-trip/family-travel](http://Visitpuertovallarta.com/win-a-trip/family-travel) (the “**Website**”). Each participant will be required to provide name, date of birth, address (including city, state, and zip code), telephone number and e-mail address. All entries must be received by 11:59 pm EDT on October 30, 2017. ***Limit one (1) entry per person per e-mail and/or mailing address during the Promotion Period; repeats will be deleted.***

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties (as defined below) are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum number of entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security,

fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.** Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** The potential Prize Winner will be selected in a random drawing from among all eligible entries received by the Administrator whose decisions are final and binding. The Prize drawing will be conducted on October 31, 2017. Odds of winning will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winner will be contacted by telephone, email and/or by USPS mail. If the selected Prize Winner cannot be contacted

within three (3) business days after the first attempt to contact him/her, the Sponsor will not select an alternate potential winner in his/her place at random from the remaining entries.

**GRAND PRIZE:** There will be **one (1) Prize** awarded following the conclusion of the Sweepstakes Period. The Prize winner, upon confirmation of eligibility, will receive a 4day/3night trip for two (2) adults and two (2) children to Puerto Vallarta, Mexico. The prize package includes hotel accommodations for three (3) nights (one double occupancy room and room tax only) in a 4+ Star property. Breakfasts are included. Winner will be providing with a hotel certificate with information on how to request booking of property. Once hotel has been booked by winner, he or she must contact administrator to request flights. The Approximate Retail Value (“ARV”) of the Prize package is \$6,000, which may vary based on seasonal fluctuations in airfare and/or hotel rates. There is no cash value for this prize.

All taxes and surcharges with aforementioned items are included. Travel and accommodations are subject to capacity controls, availability, limitations, and other restrictions, all of which are subject to change at Sponsor’s sole discretion. Vacation trip package fulfillment will be coordinated through the Sponsor; all accommodations and airfare are **SUBJECT TO AVAILABILITY**. Travel may not occur during hotel or airline blackout periods (December 15, 2017- January 15, 2018). All travel arrangements are based on availability at the time of booking. All booking must be done by November 15, 2017, no exception. The Sponsor (or designee) will determine transportation and hotel accommodations. Once travel is booked, no change, extension or substitution of vacation dates is permitted, except by Sponsor at its sole discretion. Stopovers are not permitted on flight voucher issued and, if a stopover occurs, the prize will terminate at the stopover point and full fare will be charged for the remaining segments of the flight (limited to ticketing fees, surcharges, and/or service charges). Prize winner must provide own transportation for themselves and their travel companions to and from departure airport. It is the responsibility of the Prize winner and his or her travel guests to arrive at the departure airport in time for their flight to Puerto Vallarta, Mexico, with proper travel documentation (including proper identification). Certain travel and security restrictions may apply and it is the responsibility of the Prize winner and travel guest to comply with all travel, security and other laws, regulations, airline passenger and hotel rules that apply to them. Winner and his/her guest will be solely responsible for all other expenses not specifically set forth herein including but not limited to taxes, meals, transfers, telephone charges, gratuities, souvenirs and any other incidentals. Winner and travel companion must execute liability / publicity releases prior to issuance of travel documents. The Released Parties shall have no responsibility or liability for cancellations and/or delays or any change by the air carrier(s), lodging facilities, or other company or any other persons providing any of components of the prizes for the Prize Winner and his/her Guest due to reasons beyond the Released Parties control.

In the event that a trip component of the vacation package is not available, cancelled or rescheduled for any reason, then the remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. If a Winner chooses to take vacation without a guest, then the remaining elements of the Prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. The Grand Prize awarded consisting of products / services for four (4) people require that the Grand Prize winner and travel guest redeem the Grand Prize together. The Grand Prize will be deemed awarded upon the winner’s receipt of the travel documents. Sponsor will not replace the travel documents if lost, mutilated, or stolen. Any difference between stated ARV and actual value of Grand Prize will not be awarded. **Travel must be confirmed by November 15, 2017 and taken by October 30, 2018, or prize will be forfeited and no compensation will be awarded. The Prize winner is responsible for**

**contacting hotel to confirm travel as stated in certificates. All change fees (if applicable) are the responsibility of the Prize winner.**

By accepting any of the aforementioned prizes, the Prize winner agrees to release the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Sweepstakes or for damages of any kind caused by any prize or resulting from acceptance, possession, or use or misuse or failure to use the prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. The Released Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND either expressed or implied. The prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize component with another prize component of equal or greater value. The Administrator is not the supplier or guarantor of any prize.

**PRIZE CONDITIONS:** The Prize winner is solely responsible for the reporting and payment of all applicable federal, state, and local taxes (if applicable) associated with the receipt of any prize. The Grand Prize winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return it within 10 days of written notification by mail. **Note: The Affidavit sent to a US potential winner will require that the winner provide their Social Security Number to the IPA, which will be used solely for tax reporting purposes.** The Grand Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the prize. The Grand Prize Winner must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded.

The Grand Prize winner's travel guest must also sign a Travel Companion Waiver prior to the prize being awarded (If travel companion is a minor, parent or legal guardian must sign and return release and accompany minor on vacation). If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and the prize may be forfeited and an alternate potential winner selected for the prize at issue, time-permitting. All potential winners are subject to verification before any prize will be awarded.

**GENERAL:** By accepting the Grand Prize, where permitted by law, Prize winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Prize winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released

Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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, shall be governed by, and construed in accordance with the laws of the state of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of New York. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

**WINNERS LIST REQUEST:** To request confirmation of the name and address of the Prize winner, please send a self-addressed, stamped business size envelope, by December 15, 2017, to: Latitude "Family Vacation in Puerto Vallarta" Sweepstakes Winners List Request, 20 W. 20<sup>th</sup> St. Suite 233, New York, NY 10011.