USA DISCOVERY PROGRAM INCENTIVE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Only Travel agents and tour operators who are members of the USA Discovery Program are eligible to enter the USA Discovery Program Incentive Sweepstakes ("Sweepstakes"). **Void where prohibited** and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Sponsor'(s) parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, Administrator, Brand USA, advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

2. How to Enter:

Eligible individuals may enter the Sweepstakes by visiting <u>USADiscoveryProgram.com</u> (the "Website") and following the links and instructions for the Sweepstakes. By completing a badge in accordance with the instructions on the Website, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website. All agents must have completed the foundation level and hold Bronze status to be eligible. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

Entry Period: The Sweepstakes Period begins on Monday, 19th August 2024 at 00:01am and ends on Monday 30 September 2024 at 11:59pm (the "Entry Submission Deadline"). Entries received after the entry submission deadline or outside the Sweepstakes Period are void. **All entries must be received by Sponsor(s) on or before Entry Submission Deadline** as determined by Sponsor'(s) clock.

- **3. Odds of Winning:** Odds of winning depend on the total combined number of eligible entries received. The eligible winners will be chosen in a random draw to take place on or about 7 October 2024 and will be conducted using randomization methods selected by the Sponsor in his/her sole discretion. Eligible individuals may only win one time during the Sweepstakes Period.
- 4. Winner Notification/Requirements: Each potential Prize winner will be notified by email, mail or phone by 11 October 2024. Any potential Prize winner may be required to sign and return to Sponsor(s), within three (3) days of the date notice or attempted notice is sent a General Release & Waiver in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed within three (3) days of the initial Prize notification to the potential winner, or the Prize will be forfeited. If a potential Prize winner cannot be contacted or fails to sign and return the applicable General Release & Waiver within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules. Winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason may result in forfeiture of Prize, and the Sponsor(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded.

5. Prize(s) and Donor(s):

- Minimum of 4 badges completed:
 - o Champagne afternoon tea for two at The Ivy (Dublin)
- Minimum of 6 badges completed:
 - o Apple Watch
- Minimum of 8 badges completed:
 - o Antler Luggage set
- The agent who completes the most badges will win the Grand Prize!
 - o 2 x economy tickets with Aer Lingus from Dublin to the Las Vegas

- 6. Release/Publicity Consent: As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the "Sponsor Group") and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Sweepstakes or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian, in the sole discretion of Sponsor(s), and such Parent/Guardian will be required to fulfill all eligibility and other requirements necessary, as determined by Sponsor(s), to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Sweepstakes and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in all forms of media (including, without limitation, online) on a worldwide basis by Sponsor(s) and its promotional agencies, Sweepstakes partners, designees, successors and assigns, before, during and after the Sweepstakes, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) (or their Parent/Guardian in the case of minors) may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.
- **7. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Sweepstakes. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these 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 shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.
- 8. General Conditions: Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud. tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect or impair the administration, security, fairness or integrity. or proper functioning of the Sweepstakes. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.
- **9. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize 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, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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.

- **10. Governing Law:** The Sweepstakes is governed by the laws of the United Kingdom, without regard to any choice of law provisions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor(s) in connection with the Sweepstakes and/or any Prize, shall be governed by, and construed in accordance with, the laws of the United Kingdom without giving effect to any choice of law or conflict of law rules (whether of the United States or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the United Kingdom.
- **11. Entrant's Personal Information:** All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the Website) except to the extent waived by a winner through agreement to a Publicity Release.
- **12. Sponsor(s) and Administrator:** The Sweepstakes is sponsored and Administered by Brand USA, ("Sponsor(s)" and "Administrator"), 1725 I St. NW, Suite 800, Washington, DC 20006
- **13. Winners List/Official Rules**: For a complete list of winners and/or copies of the Official Sweepstakes Rules, send a self-addressed, stamped envelope to: Brand USA, Attn: Amanda Davis, 1725 I St. NW, Suite 800, Washington, DC 20006. All such requests must be received within six (6) weeks after the end of the Sweepstakes. These Official Rules will be posted on the Website during the Sweepstakes Period. All questions regarding the Sweepstakes can be referred to Holly Jordan, Brand USA at HJordan@TheBrandUSA.co.uk

Aer Lingus:

Terms & Conditions

- 1. The tickets must be booked before end of March 2025.
- 2. The tickets must be used by the winner and a companion travelling together in both directions.
- 3. The tickets are non-transferable, non-endorsable and have no cash value.
- 4. The travel period cannot be extended beyond the expiry date on this voucher.
- 5. Travel is subject to the availability for this voucher at time of booking. Travel must be completed by 31st March 2025.
- 6. The tickets may not be used for travel on or over Bank/Public Holiday weekends, School Mid-term holiday periods in 2024/2025.
- 7. Once booking has been confirmed and an e-mail confirmation issued, they are valid for the flight and dates shown only. Any changes after that time will be subject to the standard change policy including associated change fees and/or associated flight costs.
- 8. You will need to send in your original prize-winner letter for your booking to be progressed.

Please include a contact mobile telephone number and email address