

SHARE YOUR YES! SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **SPONSOR:** This promotion (the "Sweepstakes") is sponsored by Shutterfly, LLC, 2800 Bridge Parkway, Redwood City, CA 94065 ("Shutterfly" or "Sponsor"), subject to the following terms and conditions. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.
2. **ELIGIBILITY:** The Sweepstakes are open only to legal residents of the United States, excluding Rhode Island, Puerto Rico and other U.S. territories ("Entrant" or "Entrants"). Void where prohibited by law. Entrant must be at least 18 years of age at time of entry and possess a valid form of identification. Invalid or ineligible entries shall be excluded. Employees and contractors of Sponsor and Unique Travel, Corp. ("Prize Provider"), their respective parents, subsidiaries, affiliated companies, and agents, and foregoing employees' household or immediate family members (defined as parent, spouse, child, sibling, or grandparent) are NOT eligible to enter the Sweepstakes or win a prize. By their submission of entry, Entrants warrant that they are legally entitled and authorized to make such submission either on their own behalf, or as to information submitted upon the express authorization of another on whose behalf the information is submitted. In the event of a dispute as to the winner's identity, entries will be deemed made by the holder of the email account associated with the entry.

3. HOW TO ENTER:

There are three (3) ways to enter the Sweepstakes ("Entry"):

- (a) Post a photo capturing your engagement with the hashtag #TWSEngagement on Instagram or Twitter (your profile must be public). Entrants must claim their entry with an email address by following the *bitly* in the after-submission message; or
- (b) Navigate to the Sweepstakes site at <https://www.shutterfly.com/sweepsandcontests>, and follow the instructions on how to submit an entry, including providing first, last name, email address and a photo capturing your engagement; or
- (c) Mail a 3"x5" index card with Entrant's first and last name, address, city, state, ZIP code, telephone number and email address to:

Social 2019 TWS Engagement Sweepstakes
Shutterfly, LLC
2800 Bridge Parkway
Redwood City, CA 94065

Only one Entry per email address. Entries become the property of Sponsor and will not be acknowledged or returned.

By submitting your Entry, you agree that any photo or content provided (the "Submission") conforms to the Content Restrictions listed below (collectively, the "Restrictions") and that

the Sponsor may remove your Submission and disqualify you from the Sweepstakes if it believes, in its sole discretion, that your Submission fails to conform to the Restrictions.

Content Restrictions:

- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;
- The Submission must not contain any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by any third party, without permission;
- The Submission must not contain any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than Entrant, or otherwise infringes on the privacy of any person other than an Entrant;
- The Submission must not disparage any person or entity;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

You may submit only one Entry during the Sweepstakes period. Entries received from any person or email address in excess of the stated limit, whether through multiple or different applicable accounts or means, will be void. Each Entrant must have signed permission from all individuals (parents/legal guardian of children, if featured and if not your own) that appear in the Submission to use their image in the Submission and to grant the rights set forth herein. If requested by Sponsor, Entrant must be able to provide such permissions in a form acceptable to Sponsor.

4. **TIMING:** The Sweepstakes begin at 12:00 a.m. Pacific Time ("PT") on December 26, 2019 ("Start Date") and continue until 11:59 p.m. PT on January 9, 2020 (the "End Date," and such period, the "Sweepstakes Period").

5. **PRIZES AND ODDS:**

Total approximate retail value (ARV) for all prizes: US \$3,625 The prizes are as follows:

- a. One (1) "Grand Prize" of a four-day/three-night Luxury Included® vacation for two adults to any of the fifteen Sandals Resorts listed below in Jamaica, Antigua, Saint Lucia, The Bahamas, Barbados & Grenada. Approximately Retail Value (ARV) is \$3,250.
 1. Sandals Montego Bay - Montego Bay, Jamaica
 2. Sandals Royal Caribbean Resort & Private Island - Montego Bay, Jamaica
 3. Sandals Negril Beach Resort & Spa - Negril, Jamaica

4. Sandals Ochi Beach Resort - Ocho Rios, Jamaica
5. Sandals Royal Plantation - Ocho Rios, Jamaica
6. Sandals South Coast - Westmoreland, Jamaica
7. Sandals Grande St. Lucian Spa & Beach Resort - Gros-Islet, Saint Lucia
8. Sandals Halcyon Beach St. Lucia - Castries, Saint Lucia
9. Sandals Regency La Toc Golf Resort & Spa - Castries, Saint Lucia
10. Sandals Grande Antigua Resort & Spa - St. John's, Antigua
11. Sandals Royal Bahamian Spa Resort & Offshore Island - Nassau, Bahamas
12. Sandals Emerald Bay Golf, Tennis & Spa Resort - Exuma, Bahamas
13. Sandals Grenada Resort & Spa - St. George's, Grenada
14. Sandals Barbados - St. Lawrence Gap, Barbados
15. Sandals Royal Barbados - St. Lawrence Gap, Barbados

In addition, the Grand Prize winner will receive a \$200 Shutterfly gift certificate.

b. One (1) "Second Place Prize" for \$100 Shutterfly gift certificate.

c. One (1) "Third Place Prize" for \$75 Shutterfly gift certificate.

Odds of winning will be determined by the number of eligible entries received. Submitting a photo will not increase your chance of winning. Prize is nontransferable. Winner will be responsible for all required taxes (federal, state or province, and local), and all costs and expenses not listed herein related to acceptance and use of the prize. Prize will be awarded if property is claimed. Limit one prize per household.

Terms and Conditions for Prizes:

Four-day/three-night Sandals Resorts Prize. The Grand Prize all-inclusive resort package will include one room (double occupancy – one king size bed), all meals, unlimited premium brand beverages, daily & nightly entertainment, all land and water sports, including daily SCUBA diving (for certified divers), snorkeling, gratuities, wifi in all rooms and public areas, resort taxes and Sandals transfers to and from the resort designated on island airport. Telephone calls, premium internet, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Sandals Specialty Shops are not included. Airfare is not provided by Unique Travel, Corp. or the Sponsors. Winner will be provided with a prize certificate outlining the terms of the prize and redemption procedures. Prize must be redeemed for travel within one year from the Sweepstakes End Date (January 9, 2020) and is not transferable or redeemable for cash. No extension will be given after the prize has expired. If the prize is not redeemed, the prize is void. If winner is unable to redeem package within the time period required, the prize will be forfeited. Hotel accommodations subject to space availability and selected blackout dates. Confirmation of travel dates will only be provided 30 days prior to the departure date. Sandals Resorts reserves the right to relocate any confirmed prize winner from their resort of choice to an alternate resort within resort chain based upon availability of space for the secured travel dates or for any circumstance beyond the resort's control. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, transportation to/from a major air gateway in the United States, personal charges at lodging, security fees, taxes or other expenses or incidentals are the responsibility solely of the

winner. Winner's companion must be at least 18 years of age, travel on the same itinerary and at the same time as the winner. Winner and companion are solely responsible for obtaining documents necessary for international travel, (i.e. passports, if applicable). Travel restrictions, conditions and limitations may apply.

Shutterfly Gift Certificate: Gift certificate can be applied toward purchases (including taxes, shipping, and handling) made at shutterfly.com. Gift certificate will never expire. To redeem, you must have or create a Shutterfly account and enter the code into your account. Any unused balance will be stored in your Shutterfly account for future purchases. Not valid on prepaid plans, gift certificates, video grams, orders placed for in-store pick up, purchases made on the Shutterfly iPhone, iPad, and Android apps or Shutterfly Pro Galleries. Cannot be redeemed for cash (except as required by law). Not valid for resale. Shutterfly is not responsible for lost or stolen certificates. The use of the certificate is governed by the laws of the State of California.

6. DRAWING: Winner will be selected by random drawing from all valid eligible entries received. The drawing will be held on or around January 13, 2020. The drawing will be conducted by Sponsor, whose decisions on all matters related to the Sweepstakes will be final and binding and within its sole discretion. Winning is contingent upon compliance with all terms and conditions set forth in these official rules; any Entry drawn, or any potential winner identified thereby found at any time to fail to comply with these official rules or to meet the eligibility requirements will be held invalid and ineligible for the award.
7. NOTIFICATION; RESPONSE REQUIREMENTS: Winner will be notified by phone and/or email within two (2) business days following the drawing, on or about January 15, 2020. Within two (2) business days of notification, winner must respond to Sponsor. Within ten (10) days of notification, winner must complete, execute and return to Sponsor proof of eligibility, any tax form, affidavit, waiver, release, indemnity agreement, and/or any additional documents required by Sponsor in Sponsor's sole discretion. Failure to comply with the requirements of this paragraph (or the return of any prize or prize notification as non-deliverable) may result in disqualification and in the forfeiture of any prize. In the event of a forfeiture the prize will be awarded to an alternate winner.
8. PRIVACY POLICY: Entries are subject to Shutterfly's privacy policy, which can be found at <http://www.shutterflyinc.com/privacy.html>, which terms and conditions Entrants accept and agree to by submission of entries pursuant to these official rules. By entering the Sweepstakes, you opt to receive future communications from Sponsor and/or any promotional partners.
9. RELEASE: By participating in the Sweepstakes and/or accepting a prize, an Entrant/winner agrees to defend, release and hold harmless the Sponsor and any prize provider, and its respective parents, subsidiaries, affiliates, divisions, licensors, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives and agents, and Facebook, and Instagram (collectively "Releasees") from and against any actions, claims and/or liability for injury, death, loss or damage of any kind, (including the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes, and/or the use, misuse, inability to use, defect, delivery, acceptance, receipt or possession of a Sweepstakes prize, and/or participation in a Sweepstakes' prize-related activity, including any action, claim or liability arising from the unauthorized submission of any information.

Entrants further agree that by participating they release the Releasees from any liability in connection with: a) entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; b) any typographical or other human or technical errors in the offer or administration of the Sweepstakes, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner, or the distribution/awarding of a prize(s); and c) any omission, interruption, deletion, defect, delay, misdirection, damage, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof.

By participating in the Sweepstakes and/or accepting a prize, Entrant/ winner consents to and gives the Sponsor the right to use, publish, and display his or her photograph, full name, city and state, and prize awarded, for advertising, trade, publicity and/or promotional purposes, in any media now known or hereafter discovered, worldwide, including social media channels/platforms (e.g. Facebook page(s), Instagram page(s), Twitter feed(s), YouTube channel(s), Snapchat page(s), etc.) and the Web, and mobile sites and applications without review, notification or approval, all without additional consideration, unless prohibited by law.

10. **CHANGES:** Sponsor reserves the right to modify these rules as it deems necessary. Sponsor reserves the right in its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the sweepstakes. In the event of such cancellation, termination, modification or suspension, notice will be posted at the Entry website(s). Releasees shall have no liability to any Entrant who is disqualified. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.
11. **LAW:** Void where prohibited or restricted by law. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants or Sponsor in connection with any drawing or award, shall be governed by, and construed in accordance with the laws of, the State of California, without regard to conflict of law principles. Any cause of action by you with respect to the offer (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in these official rules shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the offer of these official rules shall be brought solely in San Mateo County, California. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

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