

Travelzoo April 23 Refer-a-Friend Sweepstakes (the "Sweepstakes") Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. SEE BELOW FOR FULL SWEEPSTAKES DETAILS. PARTICIPATION IN THIS SWEEPSTAKES CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE SWEEPSTAKES RULES (the "Official Rules").

ELIGIBILITY/AGREEMENT TO RULES

1. The Sweepstakes is open to all legal residents of the contiguous United States, including the District of Columbia, aged 21 years or over at the time of entry, except for employees of Travelzoo (the "**Sponsor**"), its affiliated companies or agents, advertising or promotion agencies, their families or anyone else associated with this competition. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
2. By participating, you agree to be fully and unconditionally bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the Sweepstakes.

SWEEPSTAKES PERIOD

3. The Sweepstakes will begin at 9:00 a.m. Eastern Time ("ET") on April 3, 2023 and will end at 11:59 p.m. ET on April 21, 2023 (such period, the "**Sweepstakes Period**"). All online entries must be received by the end of the Sweepstakes Period.

HOW TO ENTER

4. **NO PURCHASE NECESSARY.** To participate in this Sweepstakes, you must, during the Sweepstakes Period, enter via [www.travelzoo.com/sweeps] with your email address and zip code (the "**Entry**"). Entries that are not complete or that do not adhere to the rules and specifications may be disqualified in the sole discretion of the Sponsor.
5. You will receive one (1) Entry in the Sweepstakes when you submit as described in Section 4 above and in accordance with these Official Rules. You can gain multiple additional Entries by referring friends through sharing a unique link (up to five (5) additional, for a total of six (6) Entries per person). Every one (1) friend's completed Entry will result in one (1) additional Entry for you, up to five (5). Although you may indirectly get multiple entries through friend referrals, you may enter directly only once. You may not enter multiple times by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

PRIZES

6. There will be one (1) grand prize available to be won, consisting of: a voucher provided by the Sponsor for a three (3) night stay for two (2) adults in a Deluxe Casita with a King Bed at the Fairmont Mayakoba. All-inclusive, unlimited dining and premium-beverage service is also included for two (2) adults. Travel from April 16, 2023 to December 21, 2023 (last day to check-in). Prize does not include any flight or hotel upgrades, or any added tours or activities, or the following: 19% tax, a \$1.50 environmental fee per night, per room and a \$30 resort fee per adult, per night which covers Wi-Fi, on-property transportation, nonmotorized water sports, valet parking, a \$25 credit toward fitness classes (once per stay), a \$40 spa credit (once per stay) and more. Total Approximate Retail Value ("**ARV**") of Prize: \$3,114. (the "**Grand Prize**"). All terms and conditions of the voucher apply.

NOTE: The Grand Prize does not include, and the Sponsor will not pay for, any other incidental expenses on or relating to the use of the Grand Prize.

Prizes must be accepted as awarded. No substitutions except at the Sponsor's option. The Sponsor reserves the right to substitute a prize or a prize component with one of equal or greater value. Prizes will only be awarded to the person who is the owner of the e-mail address that submitted the Entry.

All expenses and taxes related to the acceptance or use of the Grand Prize are the sole responsibility of the Grand Prize winner.

7. Except where prohibited by law, the Selected Entrant's acceptance of a Prize constitutes permission for Sweepstakes Entities to use said Selected Entrant's name, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

ODDS

1. The odds of winning depend on the number of eligible Entries received. The more Entries received from friend referrals on your behalf, the higher your odds of winning.

WINNER SELECTION AND NOTIFICATION

2. The winner of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. The winner will be contacted by the Sponsor via email (the "**Initial Notification**") and notified that they are eligible to win **on or about May 01, 2023**.

To begin the prize claim process, the potential winner must respond as instructed to the Initial Notification with his/her full name and email address within seven (7) days of the Initial Notification. The potential winner who does not reply to the Initial Notification with the required information and within the specified time period will be disqualified and an alternate winner may be notified. The Sponsor shall have no liability for a winner's failure to receive the Initial Notification due to the winner's spam, junk e-mail or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information.

3. Promptly following confirmation of the information received from the potential winner in response to the Initial Notification, such potential winner will receive a second notification (the "Second Notification") via email from the Sponsor and may be required to sign and return, within five (5) days of the Second Notification, a declaration of eligibility, license and release (the "Affidavit").
4. If the selected entrant: (i) cannot be confirmed within thirty-six (36) hours of selection at the email address provided or there is a return of any prior notification as undeliverable; or (ii) fails to return the Affidavit within the specified time, then he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible Entries or choose to have the forfeited prize(s) remain unawarded.

GENERAL

5. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal.

6. The Sponsor reserves the right to cancel, suspend, withdraw or amend this Sweepstakes in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Sweepstakes as contemplated by these Official Rules. Any attempt to deliberately undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
7. All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.
8. The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the Sponsor's server machine(s).
9. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in their sole and absolute discretion and at any time, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Official Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant.
10. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Sweepstakes, or any other methods not authorized by these Official Rules, for example, but not limited to, creating multiple accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future Sweepstakes and promotions, at the sole discretion of the Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these Official Rules will be judged void. All Entries become the property of the Sponsor upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.
11. By entering you agree to release and hold harmless the Sponsor and its respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

12. In the event of a dispute, Entries will be deemed to have submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry.
13. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of 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, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
14. By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry for the purpose of administering the Sweepstakes and in accordance with the Sponsor's Privacy Policy (available at: <https://www.travelzoo.com/privacy/>) and to receive further communications from the Sponsor. The entrant may opt out of receiving such further communications from the Sponsor at any time.
15. This Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with, Facebook, Twitter or Instagram.
16. To request a copy of the Official Rules, see www.travelzoo.com/sweepstakes or send a self-addressed envelope to: The Travelzoo April 23 Refer-a-Friend Sweepstakes Official Rules Request, 590 Madison Avenue, 35th floor, New York, New York 10022.
17. For a written confirmation of the winner, send a self-addressed envelope within 90 days after the Sweepstakes Period to: The Travelzoo Sweepstakes Winner Confirmation Request, c/o Travelzoo, 590 Madison Avenue, 35th floor, New York, New York 10022. Non-winning entrants will not be notified.