

**BERMUDA TOURISM  
SWEEPSTAKES  
OFFICIAL RULES**

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

**CONSUMER DISCLOSURE**

You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins **12:00 AM EST 9/12/17** and ends **11:59 PM 10/15/17**, when all entries must be posted or received ("Promotion Period").
2. **ELIGIBILITY.** This sweepstakes (the "Promotion") is only open to legal residents of the 50 United States and District of Columbia who are at least 18 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited.

**HOW TO ENTER.** During the Promotion Period, entrants must visit [newyorkeronthetown.com/Bermuda](http://newyorkeronthetown.com/Bermuda) and enter required contact information.

**Guidelines & Restrictions:**

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement
- The Submission must not disparage Sponsor, or any other person or party affiliated with the promotion
- The Submission must not contain brand names or trademarks other than those owned by Sponsors, which entrant has a limited license to use to incorporate in his/her Submission in this promotion
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous
- 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
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created

**To enter the sweepstakes without visiting [newyorkeronthetown.com/bermuda](http://newyorkeronthetown.com/bermuda) & to receive (1) entry, hand print your name, complete mailing address, telephone number, date of birth, & the words "Bermuda Sweepstakes" on a plain 3" x 5" piece of paper & mail it in a sealed, stamped & hand printed #10 envelope to: The New Yorker Promotions Department, 1 World Trade Center, 39<sup>th</sup> Floor, NY, NY 10007. Mailed entry must be postmarked by October 14, 2017.**

Your submission via [newyorkeronthetown.com/Bermuda](http://newyorkeronthetown.com/Bermuda) constitutes your consent to participate in this promotion & your consent for Sponsor to obtain, use, & transfer your name, address & other information for the purpose of administering this promotion. Sponsor Entities, including Advance Magazine Publishers Inc., are not responsible for lost, incomplete, late, misdirected, or mutilated entries; any error, omission, interruption, defect or delay in transmission, 3<sup>rd</sup> party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in any promotion or Campaign-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any & all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this promotion.

Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor).

**Limit:** One entry email address during the promotion Period. All entrant information, including e-mail address is subject to the respective Privacy Policy of the applicable Sponsor. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

3. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about **October 16, 2016** (the "Drawing Date"). Any potential winner will be notified by mail, email and/or telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor's discretion, successful completion of a background check, such individual will be declared the "winner" of the Promotion.

4. **PRIZE DESCRIPTION.** One (1) winner will receive a trip for two (2) to Bermuda. Approximate Retail Value: \$5,000 NET (depending on exact itinerary; actual value may vary based on various factors, including fluctuations in price for airfare and/or accommodations, and distance between the point of departure and the destination.) Prize details are as follows:

- You have won round trip Economy Class airfare for two (2) to Bermuda from any Bermuda East Coast gateway city. Please note airfare is valued at a maximum of \$500.00 per ticket.
- Three (3) night, four (4) day hotel stay in Bermuda at Hamilton Princess & Beach Club (valid for travel within one year of winning)
- All airline and hotel reservations must be made at least 8 – 10 weeks in advance of your intended travel dates. Black out dates will apply.

Ground transportation, meals, luggage fees, transfer to and from the airport, hotels taxes, gratuities, resort levy, in-room charges or other personal charges at lodging (e.g., mini-bar, movies), telephone calls, gratuities, resort fees, incidentals, and all other expenses are not included. Winner and travel companion must be available to travel on the same itinerary. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's sole discretion. Unless child of winner, travel companion must be 18 years of age or older as of the date of departure. Winner will not receive difference between actual and ARV.

6. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

7. **ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.
8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited.
9. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within five (5) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).
10. **DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the 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, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE

REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **WINNER LIST.** For a list containing the name(s) of the winner(s), send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Bermuda Tourism Authority ("New Yorker Sweepstakes"), 675 Third Avenue, 20<sup>th</sup> Floor, NY, NY 10017 USA.

13. **SPONSORSHIP.** This Promotion is sponsored by Bermuda Tourism Authority, 675 Third Avenue, 20<sup>th</sup> Floor, New York, NY 10017 (individually and collectively, the "Sponsor").