

**Deskover Puerto Rico
Official Rules**

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

This Contest is governed exclusively by the laws of the United States.

1. How to Enter. Eligible entrants (as defined in Section 3) who are interested in participating in the Contest (“Contest”) may enter by:

(a) going to DiscoverPuertoRico.com/win-trip-to-work-puerto-rico (“Site”), reading the Official Rules, completing the online entry form in its entirety, including providing full name, address, phone number, email, birthdate, confirm they are a U.S. resident, and answer, in 280 characters, the question “What could you accomplish if you could spend two weeks working in full color from Puerto Rico?”, and clicking the “submit” button; or

(b) mailing a reasonable facsimile or a postcard size 4” x 6” in an envelope with his or her full name, e-mail address, postal address, telephone number, confirmation that he/she is a U.S. resident and answer, in 280 characters, the question “What could you accomplish by working remote for two weeks in Puerto Rico?” to:

Discover Puerto Rico
Attn: Xiomara Rodríguez
500 Calle De La Tanca
Building Ochoa, Suite 402B
San Juan, PR 00901, USA

All entry information shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Limit one (1) Submission per person/per email address.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties.

Providing a Submission constitutes entrant’s consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including Sponsor’s web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever.

No mechanically reproduced entries, alterations or forged entries. No automated entry devices and/or programs permitted. All Submissions become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms that comply with the instructions and requirements detailed in these Official Rules are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins at 12:00:00 AM Eastern Time on April 22nd, 2021 and ends at 11:59:59 PM Eastern Time on May 13th, 2021 (“Contest Period”).

3. Eligibility. Participation open only to persons that are 1) legal residents of the fifty (50) United States or the District of Columbia; and 2) are eighteen (18) years of age or older as of date of entry. All Participants must have access to the Internet and must have an email account. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Discover Puerto Rico (“Sponsor”), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the fifty (50) United States or the District of Columbia. All federal, state and local laws and regulations apply.

4. Submission Guidelines and Content Restrictions: By entering, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be in English.

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not in any way disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, 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 of the United States or of any jurisdiction where Submission is created.
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Judging Panel/Judging Criteria. Starting May 15th, 2021, eligible Submissions will be judged by employees of Sponsor. All eligible Submissions will be entered into a randomized drawing to narrow down the entries to 20 that will be judged based on the following equally weighted judging criteria ("Judging Criteria"): (a) effort made in response, (b) demonstrated need, and (c) enthusiasm. Odds of winning depend on the number of eligible entries received.

6. Prize(s). Six (6) Grand Prize Winners will receive: 14 nights' accommodation in Puerto Rico in an accommodation selected by Sponsor plus round-trip economy air travel for one (1) person in connection to the same trip, including all sales taxes and fees. The trip will take place from August 1st through 15th, 2021. Winners must make themselves available to travel on these dates or will forfeit the prize. Total approximate retail value of all prizes combined: \$17,500 but actual value may vary depending on air flight fluctuations and distance between departure and destination and winners will not receive difference between actual and approximate retail value. A total of five alternate winners will be chosen in the same manner the Grand Prize Winners will be chosen. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of [any] prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winner(s), including but not limited to, providing his/her own transportation to and from airport, tours, meals, hotel incidentals and gratuities. Winner(s) are solely responsible for obtaining valid government ID and any other documents necessary for travel to Puerto Rico (such a negative COVID-19 test, etc.).

7. Notification. On or about May 20th, 2021, potential winner(s) will be notified via the email address included in the Submission and may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within three (3) calendar days of prize notification. If any potential winner(s) cannot be contacted within three (3) calendar days of first notification attempt, if any prize or prize notification is

returned as undeliverable, if any potential winner rejects his/her prize, if any potential winner does not acknowledge receipt and acceptance of the prize and requirements detailed herein within three (3) calendar days of the first notification attempt, or if for any reason Sponsor does not receive the potential winner's confirmation of receipt and acceptance of the prize and requirements detailed herein within three (3) calendar days of the first notification attempt or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given. Sponsor is not responsible for lost, late, illegible, unintelligible, misdirected, or technically corrupted communications from the potential winner(s), which will not be considered as confirmation of receipt and acceptance of the prize and requirements, or for problems of any kind of the potential winner(s) whether mechanical, human or electronic.

8. Conditions. *[Sponsor shall not be liable or responsible in the event Submission is not used for any reason].* Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, and affiliated promotional parties and their/its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if *[any]* prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs,

non-authorized human intervention, fraud, epidemics, pandemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. Each entrant agrees that: (i) any and all controversies, disputes, claims and/or causes of action arising out of or relating to the Contest or these Official Rules shall be resolved individually, without resort to any form of class action, and shall not be consolidated in any proceeding with any claim or controversy of any other party; (ii) any and all controversies, disputes, claims and/or causes of action arising out of or relating to these Official Rules and/or the Contest shall be resolved in the appropriate state or federal court located in, or nearest to, San Juan,

Puerto Rico. The parties agree not to raise the defense of forum non conveniens; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest or these Official Rules, but in no event attorney's fees; and (iv) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, 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, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York USA.

12. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.discoverpuertorico.com/info/privacy-policy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by **May 1, 2021** to:

Discover Puerto Rico
Attn: Xiomara Rodríguez
500 Calle De La Tanca
Building Ochoa, Suite 402B
San Juan, PR 00901, USA

14. Sponsor. Discover Puerto Rico, 500 Calle De La Tanca, Building Ochoa, Suite 402B, San Juan, PR, 00901 USA www.discoverpuertorico.com