

## **TERMS AND CONDITIONS FOR SWEEPSTAKES PARTICIPATION**

### **(Comments Giveaways in Instagram and/or Facebook)**

#### **1.- PROMOTION ORGANIZER**

Exoticca Travel US, Inc. based in 225 Asylum ST FL 15, Hartford, 06103, U.S.A. Exoticca Travel US, Inc. is a subsidiary of Pangealand, S.L., the parent company, registered in the Commercial Register of Barcelona in volume 43.807, page 149, sheet B-438.854, with CIF B-66.052.887, and whose registered office is located at Rambla de Catalunya 2-4, 5th Floor, 08007 Barcelona. Phone number :+1 833-225-6439 (hereinafter “Exoticca”, “we”, “us” and/or “our”)

Exoticca has organized this sweepstakes (hereinafter, “the Promotion”) of national scope, which will take place on the internet, exclusively for residents of the United States of America in accordance with the provisions in the participation requirements section.

The purpose of this sweepstakes is to reward the travel stories shared with Exoticca’s Facebook and Instagram profile.

#### **2.-START DATE AND END DATE**

The Promotion will start on the 19 of April 2022 at 10:00 am EDT and end on the 18 of July 2022 at 11:59 pm EDT.

#### **3.- REQUIREMENTS FOR PARTICIPATION AND MECHANICS OF THE PROMOTION**

The requirements for participation will be as follows:

- Only those who reside in the United States of America and are of legal age according to the regulations/law of the state of residence and over may participate.
- Only users with an Instagram or a Facebook public account may participate. It is not necessary to participate in both social networks.
- Participants must post a photo or video of a travel experience on their Facebook or Instagram account while using the #exoticcatravelers and tagging the brand’s account (@ExoticcaUS on Facebook and @exoticca on Instagram) during the participation period.
- The photos or videos must be taken at destinations included in Exoticca’s products. Photos or videos that explicitly show or mention destinations not included in Exoticca’s products will be immediately disqualified. The destinations allowed are the following:

**Africa:** Botswana, Egypt, Kenya, Madagascar, Mauritius, Morocco, Namibia, South Africa, Tanzania, Uganda, Zimbabwe.

**Americas:** Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, Guatemala, Honduras, Mexico Panama, Peru.

**Asia:** Bhutan, Cambodia, China, Hong Kong, India, Indonesia, Israel, Japan, Jordan, Malaysia, Maldives, Nepal, South Korea, Sri Lanka, Thailand, Turkey, United Arab Emirates, Uzbekistan, Vietnam.

**Europe:** Austria, Baltic States, Czech Republic, Denmark, England, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Northern Ireland, Norway, Poland, Portugal, Romania, Scotland, Slovakia, Spain, Sweden Switzerland.

**Oceania:** French Polynesia.

- The photos or videos must be owned or have the rights/licenses by the participant and be authentic. The participant acknowledges that in case of any post made with photos or videos without the permission or right of the licensee/owner (or other rights) will be disqualified.
- Participants are allowed to participate as many times as photos/videos they post, giving them more chances to win in the random sweepstakes.

#### **4.- INTELLECTUAL PROPERTY AND IMAGE RIGHTS**

The winners and participants of the contest/promotion know and consent that their full name and profile picture in Instagram/Facebook can be posted by Exoticca on all those profiles on social networks where the contest/promotion has an account.

In the case of the contest/promotion, the participation implies the consent of the participant that Exoticca can reproduce, distribute and publicly communicate the photos or videos presented, always for merely informative purposes and related in all cases with the contest/promotions. The authors of the photos or videos presented will continue to be the holders of the exploitation/intellectual rights.

Exoticca undertakes to watch over for these rights and not to make use of the material presented that violates what is stated in the previous paragraph. The participants declare under their sole responsibility that the photos or videos uploaded to Instagram/Facebook profile to participate in the contest/promotion are not limited by any intellectual or related rights.

Exoticca reserves the right to limit, totally or partially, the participant's access to the contest/promotion, as well as to any prize, if had suspicions or effective knowledge that the photos or videos used to participate in the contest/promotion fail to comply with what is stated in this section (intellectual or related rights).

#### **5.- PROMOTION CONDITIONS AND PRIZES**

Ten (10) winners will be chosen at random via the Easypromos platform. The winners will be announced on the 19 of July through the brand's Instagram and Facebook profiles, together with the Certificate of Validity of the sweepstakes. If the participation doesn't meet 100 participants, only one winner will be selected.

The prize will consist of a \$ 100 Travel credit to use on the next trip with Exoticca. The prize may not be exchanged for cash or any other prize, nor may it be changed or altered in any way.

If the prize is not claimed within 5 natural days, it will be given to the first finalist.

The prize will be valid during bookings made in 2022 and can be combined with other promotions or discounts.

Running of the sweepstakes, as well as awarding of the prize, are subject to current tax regulations.

## **6.- DISQUALIFICATIONS AND PENALTIES**

If it becomes evident that any of the Participants have not met the requirements of the Terms and Conditions, or that the data provided for participation is not valid, the participation is considered null and void and the Participant will automatically be excluded from the Promotion, losing all rights to the prize(s) on offer in the Promotion.

## **7.- PUBLICATION OF COMMENTS OR OPINIONS**

No comments or opinions whose content is considered inappropriate, offensive, insulting or discriminatory, or that could violate the rights of third parties, will be allowed. Nor will comments be permitted against any individual that are an infringement of personal honor, personal and family privacy, or personal image rights. We will not be responsible for any damages caused by comments made by Promotion Participants, or that may at any time offend the sensitivities of other Participants.

Participation in this Promotion, as well as the publication of comments made by Participants in their posts, may not under any circumstances infringe the [Facebook Community Standads](#), [Instagram Community Guidelines](#), or [Facebook Terms of Service](#), [Instagram Terms of Use](#).

## **8.-EXCLUSION OF LIABILITY**

By way of example, but not limitation, we are not responsible for any losses, theft, delays or any other circumstances attributable to third parties that may affect the progress of this Promotion; nor are we responsible for the use made by the Participant of the prize obtained in the Promotion.

We do not assume responsibility in cases of force majeure or unforeseeable circumstance that may prevent us from carrying out the Promotion or the total or partial enjoyment of the prize.

## **9.- PROTECTION OF PERSONAL DATA**

In accordance with the provisions of the General Data Protection Regulation, by accepting these Terms and Conditions, each Participant consents to having their personal data included in a file, owned by the Promotion Organizer, for the purpose of managing the sweepstakes, disseminating and publicizing the results, and administering the awarding of the prize.

We inform you that you may exercise your rights of access, rectification, deletion, opposition, limitation of processing, portability, and right to be forgotten, as well as your right to not be the subject of automated individual decisions, by sending an email to [dpo@exoticca.com](mailto:dpo@exoticca.com), attaching a copy of your ID document.

## **10.- CHANGES AND ACCEPTANCE**

We reserve the right to modify or expand these Terms and Conditions, as long as they do not harm or impair the rights of Promotion Participants.

By participating in the sweepstakes, the Participant is, by implication, fully accepting the conditions of these Terms and Conditions. Likewise, participation in a sweepstakes of this nature implies acceptance of the rules of Instagram and Facebook, the social network in which the sweepstakes is to be carried out.

## **11.- APPLICABLE LEGISLATION AND JURISDICTION**

These Terms and Conditions shall be governed in accordance with the laws of Spain. The Courts and Tribunals of the city of residence of the Participants will be competent to resolve any claim or controversy that may arise in relation to the validity, interpretation or fulfillment of these Terms and Conditions.