

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 sweepstake (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.

2.-START DATE AND END DATE

The Promotion will start on the 1st of June at 16:00 EDT and end on the 9th of June at 23:59 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 account may participate. It is not necessary to participate in both social networks.
- Participants must:
 - FOLLOW both accounts: @exoticca and @shermanstravel
 - LIKE the post
 - TAG two real people on the same comment (e.g. celebrities accounts, animal accounts, character accounts, business accounts and/or fake accounts, etc. will not be valid).
- Participants are allowed to participate as many times as they want, giving them more chances to win in the random sweepstakes.

5.- PROMOTION CONDITIONS AND PRIZES

One (1) winner will be chosen at random via the Easypromos platform. The winner will be announced on the 10th of June through the brand's Instagram and Facebook profiles, together with the Certificate of Validity of the sweepstakes.

The prize will consist of a \$3000 Travel credit to use on trips 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/following finalist.

The prize will be valid for bookings made in 2022 and can be combined with other promotions or discounts. The travel credit is valid until January 1st 2023.

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 Standards](#), [Instagram Community Guidelines](#), [Facebook Terms of Service](#) or [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 EU 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, 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 are 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.