

## **OFFICIAL SWEEPSTAKES RULES**

**1. NO PURCHASE NECESSARY.** From 1/1/10 to 12/31/10, enter by completing this online survey and submitting it, or by printing your name, complete address, phone number and date of birth on a postcard and mailing to: Festiva Resorts, 10 McDowell Avenue, Asheville NC 28803. Entries are eligible for quarterly drawing(s) that occur after received. All entries become the property of Sponsor and will not be returned. Sponsor is not responsible or liable for: (a) lost, incomplete, late, damaged, misdirected, illegible, postage due or not received entries; (b) typographical or printing errors in materials associated with the sweepstakes: or (c) any condition caused by events beyond the control of the Sponsor.

**2. PRIZES.** The prize consists of a 7 day/7 night sailing vacation onboard a catamaran not larger than 44ft. The prize is one stateroom onboard a catamaran and can accommodate no more than 2 guests valued at \$3,695. The winner may choose between the British Virgin Islands, Cancun, St Maarten or Abacos subject to availability. The winner cannot charter over major holidays such as New Years, Christmas, Presidents week, Easter or Thanksgiving. The prize includes 7 nights for two guests in a stateroom. A provisioning fee of \$1800/ couple applies to cover all meals with the exception of two dinners ashore, onboard sporting equipment, fuel, water and captain and chef, taxes and cruising permits. The winner is responsible in purchasing their own airfare to and from. Prizes are non-transferable. No prize substitution or cash redemption allowed by winner. Sponsor reserves the right to substitute prize of equal or greater value. All prizes are provided "as is" and without any warranty of any kind. Winner is responsible for: (a) any applicable fees, surcharges, service charges or passenger facility charges: )b) all insurance, federal, state and local taxes, if any: and )c) gratuities, 2 meals on shore incidentals and any other unspecified expenses related to acceptance or use of a prize. Limit one prize per person/household.

**3. AWARDING OF PRIZES.** Sponsor, whose decisions are final in all matters relating to this sweepstakes, will randomly select one winner in each of four quarterly drawings from among all eligible entries received prior to each such drawing. Drawings will be held on or about January 15, 2010, April 15, 2010, July 15, 2010, October 15, 2010 and January 15, 2011. Winners will be notified by phone and/or mail. Each winner may be required to sign an affidavit of eligibility as well as a liability release and, where legal, a publicity release, each of which must be completed and returned within 14 days from date of issuance, or the prize will be forfeited and awarded to an alternate winner. If any prize, prize notification or attempted notification is returned as undeliverable, prize will be forfeited and may be awarded to an alternate winner. Except where prohibited, acceptance of a prize constitutes winner's consent to use by Sponsor of his/her name and/or photograph without further compensation for advertising, promotional and publicity purposes. By accepting prize, winners acknowledge compliance with these official rules.

**4. ODDS.** Odds of winning depend on the number of eligible entries received.

**5. ELIGIBILITY.** Sweepstakes open to anyone who are 21 years of age or older at the time of entry. Employees and agents of Sponsor and its parent, affiliates, agencies, distributors, wholesalers and retailers, and their immediate family members and individuals living in the same household with such employees and agents, are not

eligible to win.

**6. TRAVEL TERMS.** Travel must be completed within one year of prize notification. If winner is unable to travel by such date, prize will be forfeited. Travel is subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change. Schedules subject to change without notice. Winner's guest must be 18 years or older if not a member of winner's immediate family and will be required to execute and return a liability/publicity release (which must also be signed by guest's parent or legal guardian, if minor) prior to travel. Winner and guest must travel together on the same itinerary. Sponsor is not liable for any expenses incurred because of a flight cancellation or flight delay.

**7. OTHER CONDITIONS.** Sponsor may modify, rescind, cancel or revoke this sweepstakes at any time and for any reason at sole discretion without notice or liability. By entering, entrants release Sponsor and its parent, affiliates and advertising and promotion agencies, and each of their officers, directors, agents, members and employees from any and all liability for injuries, losses or damages of any kind resulting from participation in the sweepstakes and/or acceptance or use (or misuse) of a prize, including any indirect, incidental, consequential or punitive damages. Any entrant who attempts to tamper with this sweepstakes in any way shall be disqualified. All federal, state and local laws and regulations apply. Additional restrictions may apply.

**8. WINNERS LIST.** For a list of winners, send a self-addressed, stamped envelope to: Winners List, Festiva Sailing Vacations, 10 McDowell Street, Asheville NC 28801.

**9. SPONSOR.** Festiva Sailing Vacations

If you have questions please contact a representative on [www.festivasailingvacations.com](http://www.festivasailingvacations.com). Thank you for your participation!