



FLORIDA KEYS – SEA ANGLER

HOLIDAY PRIZE GIVEAWAY

TERMS & CONDITIONS

No purchase is necessary. A purchase or payment of any kind will not increase your chances of winning. By entering the competition, you are providing your signature, consent and agreement to receive newsletter e-mail from the organizer and sponsor. Data rates may apply.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. You are providing your information to The Florida Keys & Key West for the purposes of managing and administering this contest, and for announcing and notifying the winner.

Eligibility: Competition (the “Florida Keys/Sea Angler holiday giveaway”) is open only to legal residents of the United Kingdom and Ireland, who are at least twenty-one (21) years old at the time of entry. Employees of Monroe County, the Monroe County Tourist Development Council, Newman PR, Kelsey Media and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The “Florida Keys/Sea Angler holiday competition giveaway” is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the “Florida Keys/Sea Angler holiday competition giveaway”. Winning a prize is contingent upon fulfilling all requirements set forth herein. Other Restrictions apply: See “How to Enter” below.

Organizer/Sponsor: The Monroe County Tourist Development Council, 1201 White St., Suite 102, Key West, Florida 33040 USA.

Administrator: Kelsey Media, The Granary, Downs Court, Yalding Hill, Yalding, Kent, ME18 6AL.

Entry Period: The “Florida Keys/Sea Angler holiday competition giveaway” entry period begins on October 11th 2024 and ends at 23:59 on January 10th 2025 (the “Entry Period”).

How to Enter: During the Promotion Period, visit www.seaangler.co.uk/win and follow the instructions to complete and submit the entry form.

Drawing: The selection of a winner will be carried out by Kelsey Media and the selection of the potential winner is final and binding in all matters related to the competition. *Kelsey Media will randomly select the potential winner within 72 hours of the competition closing from all eligible entries received during the Promotion Period. The potential prize winner will be notified by email.* If a potential winner cannot be contacted or fails to respond within 48 hours of the initial contact attempt, the potential winner forfeits the Prize. Except where prohibited, each potential prizewinner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release



("Declaration") which must be received by Kelsey Media, within seven (7) days of the date of the notice or attempted date of the notice when sent, in order to claim the prize. If a potential winner cannot be contacted or fails to return the Declaration within the required time period, the potential winner forfeits prize. The potential winner(s) must continue to comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified, or winner declines the prize for any reason, Kelsey Media will award the Prize to an alternate winner by random drawing from among all remaining eligible entries. *Only two (2) alternate drawings will be held, after which the Prize will remain un-awarded.* Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Odds of winning a prize depend on the number of eligible entries received during the Entry/Promotion Period.

Exclusions: Blackout dates and exclusions apply. Potential winners will be notified of these as soon as possible after being selected.

Prize: One (1) Prize Winner will receive:

- Airfare and ground transportation
Prize Value: up to \$1,500 (winner plus 1 companion)
- Two-night stay at Fisher Inn Resort, Islamorada
Prize Value: \$1,000 (winner plus 1 companion)
- Two-night stay at Oceans Edge Resort, Key West
Prize Value: \$1600 (winner plus 1 companion)
Half Day Fishing Charter with Bamboo Charters
Prize Value: \$750 (winner plus 1 companion)
- Half Day Fishing Charter with Compass Rose Charters
Prize Value: \$950 (winner plus 1 companion)

The winner will be contacted by Go Fishing Worldwide who will book the prize elements on behalf of the winner.

Release: By receipt of any prize, winner agrees to release and hold harmless Monroe County, the Monroe County Tourist Development Council/Organizer, the Sponsor(s), Newman PR, Kelsey Media, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the competition or receipt or use or misuse of any prize.

Publicity: Except where prohibited, participation in the competition constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown for promotional purposes in any media, worldwide, without further payment or consideration.

General Conditions: Organizer reserves the right to cancel, suspend and/or modify the "Florida Keys/Sea Angler holiday giveaway" or any part of it, if any fraud, violation of Official Rules or regulations, technical

failures or any other factor beyond Organizer's reasonable control impairs the integrity or proper functioning of the competition, as determined by Organizer in its sole discretion. Organizer reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Organizer reserves the right to seek damages from any such person to the fullest extent permitted by law. Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Competition or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Competition, provided that, if it is not possible to award another entry due to discontinuance of the Competition, or any part of it, for any reason, 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. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the "Florida Keys/Sea Angler holiday giveaway" Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court Southern District of Florida or the appropriate Sixteenth Judicial Circuit Court of Florida located in Monroe County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the "Florida Keys/Sea Angler holiday giveaway" Competition, but in no event attorneys' fees; and (3) under no circumstances will the entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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 "Florida Keys/Sea Angler holiday giveaway" Competition, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Additional Terms and Conditions of Prizes: No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability; blackout dates may apply. Travel is subject to the terms and conditions set forth in Official Rules. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, passport and/or proof of citizenship requirements, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless the child of the winner, the travel companion must be twenty-one (21) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. The travel companion must execute liability/publicity releases prior to issuance of prize. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, gift cards, air travel cards or certificates. Sponsor is not responsible if any of the prizes, activities, lodging, tours or rentals are delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Sponsor is not responsible if a force majeure or act of God delays, postpones or cancels for any reason, travel to the destination or the destination itself, that portion of prize is forfeited in its entirety and no substitution, exchange or cash equivalent will be provided, except by Sponsor at Sponsor's sole discretion. Winner is responsible for any liability waiver, release or other documents required to participate in any of the activities provided in the prizes.