



Contest Rules:

1. Eligibility: This Campaign is open only to those who sign up at <https://www.finestresorts.com/my-excellence-experience> and who are 18 years old as of the date of entry. The campaign is open to legal residents of the United States, Canada, and the United Kingdom, and is void where prohibited by law.

Employees of The Excellence Collection, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of The Excellence Collection as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting September 8th, 2022, and ending on September 18th, 2022 at 11:59 pm EST. The winners will be announced on September 20th, 2022, EST. The prize must be redeemed between October 1st, 2022 to April 30th, 2023 for Finest Punta Cana, and from March 1st, 2023 to December 23, 2023, for Finest Playa Mujeres. Blackout dates may apply.

4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at <https://www.finestresorts.com/my-excellence-experience>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Excellence Collection. You may enter only once. You must provide the information requested. You may not register more times than allowed by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of The Excellence Collection.

5. Prizes: To redeem the prize, the winners from this campaign must exchange their prizes in one (1) of the two Finest Resorts locations: Finest Playa Mujeres in Cancun, Mexico, or Finest Punta Cana in Punta Cana, The Dominican Republic. The Winners of the Campaign will receive their prize according to the position earned: **1st place:** a 4-night stay for two (2) adults in the selected Finest Resort, this prize is valid only for new bookings, and it is not



cumulative with previous reservations. The suites to choose from will be: a Junior Suite Spa or Pool View (for 2 pax) in Finest Playa Mujeres, or a Junior Swim up Suite (for 2 pax) in Finest Punta Cana. The winner of the 1st place will also receive a Free VIP Transfer to and from Cancun International Airport, or Punta Cana International Airport. **2nd place:** 300 USD voucher valid only to redeem for a new reservation. This discount is valid only for new bookings, and it is not cumulative with other offers or promo codes. **3rd place:** ONE Spa voucher for a Sacred Earth Massage treatment of 75 minutes for two (2) adults to be redeemed at the Finest Resort of preference. No cash or other prize substitution shall be permitted except at The Excellence Collection's discretion. The prize is non-transferable and cannot be reimbursed. Any and all prize-related expenses, including and without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of the prize constitutes permission for The Excellence Collection to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.
7. Winner Selection and Notification: The winners will be selected as the best entry according to The Excellence Collection values and Campaign rules, from among the top 10 entries selected by the Committee. The winners will be notified by email within two (2) days following the selection of the Winner. The Excellence Collection shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 3 days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate winner selected. Blackout dates may apply. Airfare is not included. This offer cannot be combined with other promotions or products. Receipt by the Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE EXCELLENCE COLLECTION'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. Rights Granted by You: By entering this contest (e.g., photo, video, text, etc.), You understand and agree that The Excellence Collection, anyone acting on behalf of The Excellence Collection, and The Excellence Collection's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image,



statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of The Excellence Collection. If the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The Excellence Collection from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which The Excellence Collection may incur, suffer, or be required to pay to arise out of such infringement or suspected infringement of any third party's right, without any further compensation, notice review, or consent.

9. Terms & Conditions: To redeem the prize, the winners from this campaign must exchange their prizes in one (1) of the two Finest Resorts locations: Finest Playa Mujeres in Cancun, Mexico, or Finest Punta Cana in Punta Cana, The Dominican Republic. The prize must be redeemed between October 1st, 2022 to April 30th, 2023 for Finest Punta Cana, and from March 1st to December 23, 2023, for Finest Playa Mujeres. Blackout dates may apply. No cash or other prize substitution shall be permitted except at The Excellence Collection's discretion. The prize is non-transferable and cannot be reimbursed. Any and all prize-related expenses, including and without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

Acceptance of the prize constitutes permission for The Excellence Collection to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. The Excellence Collection reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond The Excellence Collection's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, The Excellence Collection may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Excellence Collection. The Excellence Collection reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Excellence Collection has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other



technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, The Excellence Collection reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless The Excellence Collection or Marena Intracorp BV. and/or its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This Campaign is governed by the laws of the Dominican Republic. And without respect to conflict of law doctrines. As a condition of participating in this Campaign, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Punta Cana, Santo Domingo, the Dominican Republic having jurisdiction. Further, in any such dispute, under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

11. Sponsor: This campaign is sponsored by The Excellence Collection.

12. Facebook and Instagram: The Campaign hosted by The Excellence Collection is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on The Excellence Collection website. To read the Privacy Policy click here: [https:// www.excellenceresorts.com/footer/privacy-policy/](https://www.excellenceresorts.com/footer/privacy-policy/)