

Terms and Conditions: Below are the Standard Terms and Conditions for the OUTRIGGER Photo Contest.

## 1. TERM

Photo Contests (the "Contest" or the "Contests") will be held December 19<sup>th</sup> 2023 to January 01<sup>st</sup> 2024} by OUTRIGGER Maldives Maafushivaru Resort, Maafushivaru, Atoll 00240, Maldives ("Hotel" and "Sponsor"). Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest and chance plays no part in the determination of winners. THE CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, OR ANY OTHER SOCIAL MEDIA USED THROUGHOUT THE CONTEST.

## 2. WHO MAY ENTER

Contest is open only to individuals who have reached the age of majority in their jurisdiction of residence at the time of entry and are guests of the Hotel at the time participate in the Contest. CONTEST IS VOID WHERE PROHIBITED.

## 3. HOW TO ENTER

Please follow these steps to partake in the adventure:

- Follow @OUTRIGGERmaafushivaru on Instagram
- Post a holiday inspired picture taken here at the resort
- Ensure to geo-tag and tag us in your post-Use the hashtags: #theOUTRIGGERway #Maldives #OUTRIGGERmaafushivaru #OUTRIGGERresort #maldivesislands #OUTRIGGERzone

- Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided that entrants must be prepared to provide a release form as described below in "Release". When photographing the work of others, it must be as an object in its environment and not a full-frame close up of another person's art.
  - The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photograph.
  - The photograph must not, in the sole and unfettered discretion of Hotel, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
  - Watermarks are not acceptable and will result in disqualification of the photo.
- The entries will be judged in accordance with the Judging Criteria, as defined below. All entries must be submitted and received within the Contest(s) deadline(s). Proof of submission is not proof of receipt. Entries must be made by the authorized account holder submitted at the time

of entry. "Authorized account holder" is defined as the natural person who is assigned to an Instagram account. Hotel reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

#### 4. CONTEST PRIZES

First Prize: Traditional Dhoni sunset cocktail for two guests

Retail Value: 350++\$\$\$

Second Prize: 60 minute massage for two guests

Retail Value: 220++\$\$\$

Third Prize: A beach dinner set up for two guests during your stay

Retail Value: 200++ \$\$\$

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, Hotel, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

Statement of winning odds: #3 prizes will be awarded out of total number of entries.

NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL WINNER.

#### 5. HOTEL'S USE OF PHOTOS

By entering the Contest, the entrant gives Hotel the authority to use the post the photo on Hotel's own social media pages and/or accounts. Entrant hereby waives any claims for copyright infringement or infringement of any other intellectual property rights against Hotel based on Hotel's use of such photo on Hotel's own social media pages and/or accounts.

#### 6. JUDGING

All submitted photos will be reviewed by a member of the Hotel staff to qualify which photos advance as a winner for competition. Submissions that earn a higher number of likes will have better odds of winning, but the winning submissions will ultimately be chosen by a member of the Hotel staff at their sole discretion.

#### 7. LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless Hotel and its owners, partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their

participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Hotel assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Hotel is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

In the case of entrants who are Australian or UK residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or UK statute or cause any part of these Official Rules to be void.

## 8. CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the state and/or country where the Hotel is located. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if Hotel determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) that Hotel may use the winning photographs and each Entrant's name, photograph, likeness, personal data (see number 11 below and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or do not respond to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Hotel, in its sole discretion, may choose whether to award the prize to another entrant.

Hotel reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by Hotel to enforce any of its rights at any stage does not constitute a waiver of those rights.

## 9. RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Hotel that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Hotel reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Hotel elects to cancel or terminate the Contest, Hotel will not retain any rights in the submitted photographs.

#### 10. WINNERS LIST

Winners will be notified of their winning submissions on {one lucky winner during each week of our Festive Experiences starting from December 19<sup>th</sup>, 2023 to January 1st, 2024.

#### 11. DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. Hotel's Privacy Policy and User Generated Content Terms of Use is found here <https://www.OUTRIGGER.com/privacy-policy>.

NOTICE TO INDIVIDUALS: REMOVAL OF USER CONTENT: Any individual (or other duly authorized person) may elect to cease all further use of your user content. To elect to have an individual's user content removed, send an e-mail request to [social.media@OUTRIGGER.com](mailto:social.media@OUTRIGGER.com) and providing the following information: First Name, Last Name, email address, content origin, social platform and user handle and media content description.