St. Martin Trip Sweepstakes Terms and Conditions

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN SWEEPSTAKES. Fare Buzz has partnered with Travel Squire and ViviNow to sponsor the sweepstake. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

THE NEWSLETTER SIGN-UP SWEEPSTAKES APPLICATION: Sweepstakes begins 12:01 AM ET on November 13, 2013 and ends at 12:01 AM ET on January 15, 2014. Fare Buzz, along with Travel Squire and ViviNow, herein referred to as "the sponsors" are responsible for all decisions. Entries that are lost, late, misdirected. incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or server incompatibility of the sponsors or elsewhere, will not be eligible. The sponsors the right to disqualify any person suspected of tampering with the entry process, the operation of the application, or otherwise in violation of the rules. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of the sponsors. The sponsors further reserve the right to cancel, terminate, or modify any promotion not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, or technical failures of any sort. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Service Provider, online service provider or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

On or around January 16, 2014 one (1) winner will be selected by random drawing among all valid sweepstakes entries received by midnight on the previous day. The winner will be notified by e-mail only. If any potential winner selected cannot be contacted, or does not respond within five (5) days, the prize or prize notification is returned as undeliverable, such potential winner shall forfeit any and all rights to a prize and, at the discretion of the sponsors, an alternate potential winner may be selected. All decisions of the sponsors are final and binding in all respects. The prize for the prize winner is for two (2) people and includes round trip air fare, a four (4) night stay in a deluxe room at the Radisson Blu St. Martin, daily breakfast at the Radisson Blu, one (1) dinner at C Le Restaurant, one (1) dinner at Bacchus, and one (1) dinner at Le Marche and other activities still to be confirmed at the sole discretion of Radisson Blu. The approximate retail value of the hotel stay is \$2,400. The prize cannot be sold or transferred and must be consumed within twelve (12) months of the winner being notified. The reservation must be made through Radisson Blu website <u>http://www.radissonblu.com/resort-stmartin</u> or by calling Radisson Blu.

Please note: Each prize recipient is responsible for any income tax liability arising from receipt of the prize and should consult their tax advisor for the proper treatment of this income on their tax return. For US residents, the Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who receives a prize if the amount of the prize is \$600 or more. Fare Buzz will send the winner a W9 form, which must be completed and returned to Fare Buzz for the winner to receive the prize. A copy of the 1099-MISC filed by Fare Buzz will be sent to the winner. The 1099-MISC will be issued for the fair market value of the prize.

The prize is not transferable <u>and may not be purchased</u>, <u>sold</u>, <u>bartered or otherwise</u> <u>exchanged for</u>. Prize winner may not be a minor.

Income and other taxes, if any, are the sole responsibility of the winners. Sweepstakes entrants must be 21 years of age or older as of the date of entry. Employees of Fare Buzz, Free Agent Media, Travel Squire, Vivi Now, and the Radisson Blu and their immediate families are not eligible. The sweepstakes is subject to all federal, state, and local laws and regulations. Any violation of these rules may result in disqualification. The sponsors are not responsible for errors in the administration or fulfillment of this sweepstakes including, without limitation, mechanical, human, printing, distribution or production errors, and may modify or cancel this promotion based upon such an error at their sole discretion, and without liability.

The odds of winning depends on the number of entries received. By providing your e-mail address, you grant Fare Buzz, Travel Squire, and ViviNow the right to send you commercial messages. Except where prohibited: (i) acceptance of prize constitutes consent to use winners' names and likeness for editorial, advertising and publicity purposes, without further compensation; (ii) winners may be required to sign an affidavit of eligibility (including social security number). If required, affidavits and releases must be returned within fourteen (14) days of attempted notification or an alternate winner may be chosen.

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TERMS AND CONDITIONS

General

By entering this sweepstakes, you agree that the internal laws of the State of New York, without regard to the principles of conflicts of laws, will govern this agreement and any dispute of any kind that arises between you and Fare Buzz or its affiliates. You hereby agree that any dispute arising from or relating to this sweepstakes, if not amicably resolved, be resolved only through binding arbitration between you and Fare Buzz under the commercial rules of the American Arbitration Association. Radisson Blu shall not be liable for any claim or cause of action related to this sweepstakes. This arbitration, which shall be conducted in New York City before neutral arbitrators, shall not involve other individuals who have entered this sweepstakes, be combined with separate arbitrations involving other users, or proceed as any type or form of class action in which the claims of similarly-situated users are pursued together. Entering this sweepstakes is unauthorized in any jurisdiction that does not give effect to all provisions of this agreement, including, but not limited, to this paragraph. Fare Buzz reserves the right to comply with law enforcement requests or requirements relating to your entering of this sweepstakes or information provided to or gathered by the Fare Buzz with respect to your entering this sweepstakes. If any provision of this agreement is determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fare Buzz as a result of this agreement or your entering this sweepstakes.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty and liability disclaimers set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and this agreement shall continue in effect. This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Fare Buzz and its affiliates with respect to this sweepstakes and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Fare Buzz with respect to this application. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.

Modification of These Terms and Conditions

Fare Buzz reserves the right to change the terms, conditions, and notices under which this website is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your entering this sweepstakes.

Termination

We reserve the right, in our sole and absolute discretion to restrict, suspend, or terminate your use of and access to all or any part of the our website and/or service at any time and for any or no reason, with or without prior notice, and without

liability.

Copyright and Trademark Notices

All contents of this sweepstakes are copyrighted: Fare Buzz 2013. All rights reserved.