# Rules and Regulations: Best in Travel 2023 by Ventura Travel - Quiz

# **SECTION 1**

# §1.1 General Rules and Regulations

Best in Travel 2023 by Ventura Travel competition (hereinafter, the "Sweepstake") is sponsored and administered by Ventura Travel GmbH on behalf of all the participating brands and websites listed in §1.2 (hereinafter "Ventura", "Participating Brands") using: Facebook, found at www.facebook.com, Instagram, found at www.instagram.com, and other Social Networking sites and web locations (together and collectively, the "SNS"). These Rules and Regulations (hereinafter "Rules") apply to and are fully binding upon any party submitting an entry to the Sweepstake (hereinafter "Participants", "you"). Your participation in the Sweepstake shall signify your assent to and acceptance of these Rules in their entirety.

The Sweepstake is in no way sponsored, endorsed or administered by, or associated with, the SNS. By entering the Sweepstake, all Participants agree to release the SNS completely from all liability or responsibility arising from the Sweepstake.

This Sweepstake shall be governed by the laws of Germany and all Participants hereby submit to the exclusive jurisdiction of the courts of Berlin in the Federal Republic of Germany for any and all disputes hereunder. Any questions or concerns regarding the Sweepstake may be directed to:

Ventura TRAVEL GmbH

Lausitzer Straße 31

10999 Berlin

Germany

E-mail: info@venturatravel.org

Ventura reserves the right to cancel, modify or suspend the Sweepstake at any time. Ventura expressly reserves the right to terminate the Sweepstake prematurely without notice and without giving reasons. This applies in particular to any reason that would disrupt or prevent the Sweepstake from running as planned.

By entering the Sweepstake, Participants grant Ventura and their designees the right, unless prohibited by law, to use their names, SNS handles, and cities of residences, voices, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of Ventura and all matters related to the Sweepstake, in any manner or medium, now or hereafter known, throughout the world in perpetuity. The Winners must execute and return a liability/publicity release prior to being issued valid joining documents for any Prize Trips. The Winners may each be required to execute an affidavit of eligibility, liability release, tax acknowledgment form and, except where prohibited by law, a publicity release and return within five (5) business days of issuance of notification. Noncompliance within this time

period or failure of potential winner to respond after three (3) notification attempts may result in disqualification and, at Ventura's' discretion, an alternate winner may be selected. If: (i) any prize or prize notification is returned as undeliverable, (ii) the potential Winner declines his or her prize, (iii) the potential Winner is unable to travel on dates approved by Ventura or (iv) the potential Winner fails to comply with any of the Terms and Conditions as outlined herein, such potential Winner will be disqualified and an alternate Winner will be selected at Ventura's sole discretion. The prize providers expressly disclaim any responsibility and entrants agree to indemnify and hold harmless the prize providers from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Sweepstake (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the prizes awarded (including any travel or activity related thereto).

# §1.2 Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL VENTURA OR ITS SWEEPSTAKE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER ARISING FROM OR RELATING TO THE SWEEPSTAKE, THE PRIZES, USE OF ANY OF THE SNS OR ENTRY SUBMISSION, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SNS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW.

## §1.3 Personal Information & Privacy

By participating in this Sweepstake, you expressly consent to voluntarily providing all of the personal information contained in your entry, available through your SNS account to Ventura, or any other information provided to Ventura in connection with the Sweepstake (your "Personal Information") to Ventura for the purposes of operating and administering the Sweepstake, including but not limited to contacting you in the future with information regarding Ventura and their Sweepstake Partners, and their activities. Ventura will be collecting personal data about Participants, in accordance with its Privacy Policy, which can be found here: (<a href="https://www.venturatravel.org/privacy">https://www.venturatravel.org/privacy</a>). By participating in the Sweepstake, you hereby agree to Ventura's collection and usage of your personal information for the purposes of the Sweepstake in accordance with the Privacy Policy, and the terms and conditions contained herein with respect to your personal information, and you acknowledge that you have read and accepted Ventura's Privacy Policy.

# §1.4 Participating brands

The following brands of Ventura Travel GmbH are participating in this Sweepstake (hereinafter "Ventura", "Participating Brands"): Viventura (viventura.de, viventura.fr), Puraventura (puraventura.de, puraventura.fr), Japaventura (japaventura.de, japaventura.fr), Africaventura (africaventura.de, africaventura.fr), Asiaventura (asiaventura.de, asiaventura.fr), Grekaventura (grekaventura.de, grekaventura.fr), Galapatours (galapatours.com), Polartours (polartours.com), Sapio (sapio.de), Indico Travels (indicotravels.com)

# §1.5 Who Can Participate?

All natural people resident in the United States of America, Canada (except Quebec), Australia, New Zealand, the United Kingdom, Switzerland, Norway or member states of the European Union, who are of the legal age of majority in their country of residence (which age shall not be less than 18) at the time of entry may submit entries to the Sweepstake in compliance with these Rules. It is your responsibility to ensure that you are legally eligible to enter the Sweepstake under any laws applicable to you in your jurisdiction of residence or otherwise. If a participant has limited legal capacity, the consent of his/her legal representative is required.

The Sweepstake is void in Quebec and where otherwise prohibited by applicable federal, state, provincial or local laws, rules or regulations. The following individuals may not enter the Sweepstake: employees, officers and directors of Ventura, its parent, affiliated and related companies, employees of Sweepstake partners and their immediate families (defined as parents, siblings, children and spouses, regardless of where they live) and members of any or households (whether or not related) of any such parties, and members of any or households (whether or not related) of any excluded individuals.

#### §1.6 How to Participate

Beginning 1st of November, 2023 10:00 UTC and ending 30th of April, 2023 22:59 UTC (the "Sweepstake Period") is the only timeframe for Participants to submit entries to the Sweepstake.

In order to enter the Sweepstake, you must accurately complete and send the contact form completing your email address and submit the answers to the prize selection. It is strictly forbidden to use multiple email addresses to increase your chances of winning. Participation is only valid possible during the Sweepstake Period. In the alternative, Participants may mail in their hand-written entries for receipt prior to the end of the Sweepstake Period to Ventura at the address above. Entries submitted or partially submitted by any other means shall not be valid.

All entries must be submitted by the Participant in the name of a natural, individual person. Each unique SNS account may only be entered once for consideration in the Sweepstake. Entries generated by script, macro or other automated means will be void. Ventura is not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to access or participate in the Sweepstake, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstake, including, without limitation, errors which may occur in connection with the administration of the Sweepstake, the processing of entries, or the announcement of the prizes.

Winners will be notified within fourteen (14) days of the close of the Sweepstake Period. Winners will be contacted through the email address entered to submit their entry on the Sweepstake website. If there is a dispute as to the identity of a Participant, the prize will be awarded to the authorized account holder of the email address attached to the SNS account used to submit the entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If you do not respond to the email notification of your selection within three (3) days, or you are unwilling, unable, or unavailable to claim your prize under the conditions specified by Ventura, you shall be deemed to have forfeited your entry into the Sweepstake and any right you may

have had to any prize or compensation. In this instance, another Participant will be selected as the new winner as if the first winner had never been so chosen. All decisions are final and binding on all Participants. The winner must meet all eligibility requirements, including the execution and return of all necessary releases and documents required by Ventura prior to being granted any prize hereunder.

# §1.7 Sweepstake Partners

# **SECTION 2**

# §2.0 Prizing

Throughout the Sweepstake Period one type of Prizes is available: Month Prizes (collectively hereinafter, the "Prizes").

The process for selecting the Winners of Month Prizes are detailed in §2.3 with the Month Prizes detailed in §2.3.1.

At all times for all Prizes §2.4 (General Rules and Regulations for all Prizes) and sub-sections §2.4.1, §2.4.2 and §2.4.3 shall apply.

The Ventura Terms and Conditions, which can be found on the website of each brand, as listed below will apply to all Grand Prizes and the Grand Prize Winners and any Winner's Nominee who agree by accepting the Grand Prizes that they will be bound by such Terms and Conditions.

https://www.viventura.de/agbs

https://www.puraventura.de/abs

https://www.japaventura.de/agbs

https://www.africaventura.de/agbs

https://www.asiaventura.de/agbs

https://www.grekaventura.de/agbs

https://www.galapatours.com/terms

https://www.viventura.fr/conditions-vente

https://www.puraventura.fr/conditions-vente

https://www.japaventura.fr/conditions-vente

https://www.africaventura.fr/conditions-vente

https://www.asiaventura.fr/conditions-vente

# §2.3 Week Prize Draws

here will be four (4) month prizes that will be announced one (2) per month (hereinafter "Week Prizes"). The Month Prizes are detailed in §2.3.1. The Winners of Month Prizes will be chosen by random drawing from among all Eligible Entries received throughout the Sweepstake Period to date performed by a computer process at three regular monthly intervals throughout the Sweepstake Period on the 1st of March, 1st of April and 1st of May 2023 (hereinafter "Month Prize Draw"). Winners of Month Prizes will be notified the day after the Month Prize Draw on the 2nd of March, 3rd of April and 2nd of May 2023. Odds of winning will carry depending on the number of Eligible Entries received. Winners of Month Prizes will be removed from the Eligible Entries towards any further Month Prize, The Winners of all Month Prizes must be over the age of 18. Month Prizes: 1) subject to availability, 2) have no cash value, 3) are not transferrable and 4) may be substituted at any time for a Prize of comparable value by Ventura in its' sole discretion. The Winners of all Month Prizes will be notified by April 30, 2023.

# §2.3.1: Month Prizes:

#### **GERMAN:**

In Month 1 (1 February - 28 February 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH, ii) Travel branded Monopoly board game courtesy of our partner, Hasbro Games. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 2 (1-31 March 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH, ii) Travel branded Monopoly board game courtesy of our partner, Hasbro Games. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 3 (1-30 April 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH, ii) Travel branded Monopoly board game courtesy of our partner, Hasbro Games. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any

applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

## **FRENCH:**

In Month 1 (1 February - 28 February 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH with sweets. ii) a Deuter backpack in a brand of Ventura GmbH with sweets. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 2 (1-31 March 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH, ii) a Deuter backpack in a brand of Ventura GmbH. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 3 (1-30 April 2023) the following Month Prizes will also be awarded: i) a Deuter backpack in a brand of Ventura GmbH, ii) a Deuter backpack in a brand of Ventura GmbH. Month Prizes i) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

# **ENGLISH:**

In Month 1 (1 February - 28 February 2023) the following Month Prizes will also be awarded: i) one (1) Mistery box for Galapatours and Polartours winner. ii) a Deuter backpack in a brand of Indico Travels with sweets. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 2 (1-31 March 2023) the following Month Prizes will also be awarded: i) one (1) Mistery box for Galapatours and Polartours winner. ii) a Deuter backpack in a brand of Indico Travels with sweets. Month Prizes i) and ii) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes.

No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

In Month 3 (1-30 April 2023) the following Month Prizes will also be awarded: i) one (1) Mistery box for Galapatours and Polartours winner. ii) a Deuter backpack in a brand of Indico Travels with sweets. Month Prizes i) will be shipped after the draw for month prizes has been completed as detailed in §2.3 without guarantee of delivery date and any applicable charges, fees, duties or taxes will be at cost of the Winners of the Month Prizes. No substitutes are available, no returns will be accepted and no alternative prizes with monetary value or otherwise are available.

# §2.4 General Rules and Regulations for all Prizes

All Prizes, are non-exchangeable, non-transferable and no cash alternative is offered. Ventura and all Sweepstake Partners reserve the right to replace all Prizes with an alternative prize of equal or higher value if circumstances beyond the control of Ventura and/or Sweepstake Partners makes it necessary to do so.

All Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Ventura or Sweepstake Partners. The Winners are responsible for the reporting and payment of all taxes (if any) as well as any other costs and expenses associated with acceptance and use of prize not specified herein as being awarded.

Ventura and all Sweepstake partners expressly disclaim any responsibility and Winners agree to indemnify and hold harmless Ventura and any Sweepstake partners from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Sweepstake (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the Prizes awarded.

## §2.4.1 Notifications: winners and Official Rules

To obtain a copy of the Winner List or a copy of these official Rules, send your request along with a stamped, self-addressed envelope to Ventura Travel GmbH, 31 Lausitzer Straße Berlin 10999, Germany cc: Best in Travel 2023 by Ventura Travel competition. Requests for the names of the winners must be received no later than fourteen (14) days after the Promotion Period has ended. The winner list will be posted after winner confirmation is complete.

## §2.4.2 Alternative Method of Entry

You can enter the Month Draw at anytime via an alternative method of entry (hereinafter, "AMOE") by mailing a legibly handwritten, self-addressed, stamped envelope ("SASE") with sufficient postage and a return address, the daily question and your answer to that question, first and last name, email address, street address, city, state, and postcode to: Ventura Travel GmbH, 31 Lausitzer Straße Berlin 10999, Germany cc: <Best in Travel 2023 by Ventura Travel competition>.

AMOE Mail-in requests may only include one question and answer per SASE. If multiple questions for the Grand Prize Draw are being entered these must be submitted in separate SASE with one question and answer per SASE.

AMOE Mail-in requests, including both outer envelope and SASE, must be handwritten. Outer envelope must include a return address in the upper left hand corner that matches the requestor's street address, and must be postmarked no sooner than February 1, 2023 and no later than April 30, 2023, and received by the Sponsor no later than April 30, 2023.

# §2.4.3 No Purchase Necessary

No purchase necessary to enter or win any Month Prize in the Sweepstake. Making a purchase or payment of any kind will not increase your chances of winning any Prizes in the Sweepstake. Void where prohibited or restricted by law.