

MONDRIAN IBIZA GETAWAY SWEEPSTAKES PROMOTIONS
OFFICIAL RULES / TERMS AND CONDITIONS ("TERMS")

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PAYMENT OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED KINGDOM (EXCEPT THOSE RESIDENTS LIVING IN NORTHERN IRELAND AND THE CHANNEL ISLANDS) AND THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE. VOID IN PUERTO RICO, ALL U.S. OVERSEAS TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW. CERTAIN SECTIONS WILL APPLY TO YOU DEPENDING ON WHERE YOU ARE RESIDENT.

THESE TERMS ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (DEFINED BELOW) THAT GOVERN ENTRY INTO THE PROMOTION. BY PARTICIPATING IN THE PROMOTION, YOU AGREE TO ABIDE BY THESE TERMS. FAILURE TO COMPLY WITH THESE TERMS WILL VOID YOUR ENTRY. PARTICIPATION IN ANY OF THE PROMOTIONS IMPLIES AUTOMATIC ACCEPTANCE BY THE PARTICIPANT (DEFINED BELOW) OF THESE TERMS.

ENTRY VIA INSTAGRAM ONLY, AND A PUBLIC INSTAGRAM ACCOUNT AND INTERNET CONNECTION ARE REQUIRED. A PRIVATE INSTAGRAM ACCOUNT MAY NOT BE ABLE TO SUBMIT ENTRIES.

THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, AND BY ENTERING YOU AGREE TO RELEASE INSTAGRAM OF ALL LIABILITY.

The Promotions

1. The MONDRIAN IBIZA GETAWAY Sweepstakes Promotion consist of one (1) free prize draw a "**Promotion**") during the "**Promotion Period.**"; (as detailed in the chart at the end of these Terms)). No entries into the applicable Promotion will be accepted prior to the commencement of or after the conclusion of the applicable Promotion Period.
2. The Promotion is sponsored and run by Ennismore International Management Ltd (company no. 08102206), whose registered office is at 20 Old Bailey, Third Floor, London, United Kingdom EC4M 7AN ("**Sponsor**", "**we**", "**our**" or "**us**"). Sponsor is the official timekeeper for the Promotions.
3. From time to time, we may use third parties to market or promote the Promotion on our behalf. Our use of third-party promoters does not affect the applicability of these Terms.

4. By submitting an Entry (as defined below), you acknowledge that these Terms will apply, and you agree to be bound by these Terms and Sponsor's decisions, which are final and binding in all matters related to the Promotions. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. These Terms apply equally to the Promotion, a standalone sweepstakes (random prize drawing).

Eligibility

6. Promotion is open to only legal residents of the United Kingdom (excluding any residents living in Northern Ireland and the Channel Islands), the 50 United States or the District of Columbia (excluding Puerto Rico and all U.S. overseas territories) that are at least twenty-one (21) years of age.
7. Promotion is open only to individuals that (a) have a public Instagram account ("**Account**") and comply with and accept Instagram's Terms of Service and Privacy Policy, and (b) have agreed to and fully abide with these Terms (each eligible individual participating in a Promotion is hereinafter referred to as a "**participant**"). All other individuals are not eligible to participate in the Promotion or win a Prize. You must set your Account settings to allow your personal page, posts, and videos to be publicly accessible and to allow Sponsor to contact you through your Account. If you don't already have an Instagram Account, you must create and register an Instagram Account (creating an Account is free) and sign into your Account to participate in the Promotion. By submitting your information and creating an Account, you will be required to agree to the Instagram terms of service and privacy notice. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Account. Sponsor and the Released Parties (defined below) are not responsible for any changes or unavailability of the Instagram service that may interfere with the Promotion (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for the Promotion as set forth herein that are not acceptable to Sponsor) or ability of participant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Promotion, to the fullest extent permitted under law. It is a potential winner's responsibility to set his/her Account as applicable, to accept contacts by Sponsor and to timely check such Account for any Sponsor direct messages and announcements.
8. Employees of Sponsor and their close relatives and anyone otherwise connected with the organisation of the Promotion are also excluded from entering the Promotion. For the avoidance of doubt, individuals who are employees, officers, representatives, or directors of Sponsor, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and the immediate family members (spouses, domestic partners and parents, children and siblings and their spouses or domestic partners, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to win.
9. There is no entry fee and no purchase necessary to enter the Promotion.

10. Only one (1) Entry will be permitted and accepted per person (and per Account) for the Promotion. Multiple entries from the same person or Account in a single Promotion will be disqualified (regardless of whether one person has more than (1) one Account, or if more than one person uses the same Account) and that participant may be disqualified at Sponsor's sole discretion).
11. By entering the Promotion, you confirm that you are eligible to do so and eligible to claim any Prize you may win. We may require you to provide proof that you are eligible to enter the Promotion.

How to Enter

12. To enter a Promotion, eligible participants must complete the following steps during the relevant Promotion Period (see the table below) (completion of all steps constitutes an **"Entry"**):
- **Step 1:** Using your personal Instagram Account, follow the **@mondrianibiza** account on Instagram (you must be following this account at the time the winner is selected);
 - **Step 2:** "Like" the Instagram post posted by **@mondrianibiza** that announces the applicable Promotion;
 - **Step 3:** "Tag" one Instagram user you would like to travel with to Mondrian Ibiza in the comments of the Instagram post announcing the applicable Promotion – remember you can only the Promotion **once**; and
 - **Step 4:** Click the link in the bio of the **@mondrianibiza** Instagram account and follow the on-screen instructions to consent to receiving marketing materials from Sponsor and its affiliates (subject to Sponsor's privacy policy).
13. Entries made outside of the applicable Promotion Period will not be entered into the applicable Promotion.
14. We do not accept any responsibility for entries that we do not receive for reasons beyond our control.
15. We reserve the right in our absolute discretion to disqualify entries which we consider do not comply with these Terms or where your conduct is contrary to the spirit or intention of the Promotions. Without impacting our general right, we will not accept any entries that are:
- a. automatically generated by a computer;
 - b. completed by third parties or in bulk; or
 - c. incomplete.
16. For the avoidance of doubt, entries generated by artificial intelligence, script, macro, or other automated means are void. Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by such means.

17. Sponsor, in its sole discretion, may accept a mistyped Entry. Normal Internet access and usage charges imposed by your online service and/or phone service will apply. If you opt to receive Sponsor's posts, comments, or direct messages via your wireless mobile device (which may only be available via participating wireless carriers), standard text messaging rates, airtime and carrier charges will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier.
18. Multiple participants are not permitted to share the same Account. In the event of a dispute as to any Entry, the authorized account holder of the Account will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to the Account. The potential winner may be required to show proof of being the authorized account holder. If the identity of the person submitting an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry may be deemed ineligible. Entries by any method other than set forth above are void. Late, illegible, incomplete, defaced, or corrupt entries will not be accepted. No responsibility can be accepted for lost entries, entries not submitted or not received due to an error by participant. Entries must not be sent through agencies or third parties.
19. In addition, the Entry must not include any content that: (a) is sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or describes any materially dangerous activity; (b) promotes illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) is obscene, lewd, inappropriate, or offensive, or endorses any form of hate or hate group; (d) defames, misrepresents or contains disparaging remarks about Sponsor or its services, products, or other people, products or companies; (e) contains trademarks or logos owned by others (except trademarks and logos owned by Sponsor), or advertises or promotes any brand or product of any kind (other than those owned by Sponsor); (f) otherwise infringes any third party's intellectual property or privacy rights, or contains any personal identification, such as license plate numbers, e-mail addresses or street addresses; (g) contains copyrighted materials owned by others; and/or (h) depicts any violation of law, and cannot itself be in violation of any law. Sponsor's determination as to whether any Entry potentially violates the rights of any third party is final. In Sponsor's sole discretion, any Entry that does not include all required information and does not adhere to the foregoing and following requirements, or is otherwise objectionable, in whole or in part, will be considered void. Further, no participant will be eligible to receive a Prize unless Sponsor determines, in its sole and absolute discretion, that such participant and their Entry have been or can be sufficiently cleared for legal purposes. Sponsor may blur or black out the infringing or inappropriate material, in its sole discretion, for consideration to be featured on Sponsor's website, social media page(s) or other Sponsor-selected sites and social media accounts. Participants and winners acknowledge and agree that Sponsor and its agents and designees have the right to edit, adapt, modify, reproduce, promote, and otherwise use entries in any way they see fit.
20. For purposes of this Promotion, only entries that are recorded through Instagram's servers will be considered. Other proof of submitting an Entry (such as a printed or copied screenshot or

message) does not constitute proof of actual receipt of the Entry for purposes of these Promotions.

21. Entries must be received during the applicable Promotion Period to be entered into the corresponding Promotion for that period. No substitutions of new versions of any Entry will be accepted under any circumstances once the original Entry is submitted for consideration.

The Prize

22. There is one (1) Prize package available to be won for this Promotion as detailed in the table at the end of these Terms (each, a "Prize").
23. The total approximate retail value ("ARV") of the Prize in the Promotion is \$1800 USD (approximately £1500 GBP).
24. The following terms and restrictions apply to each Prize:
- a. The chart below sets out the Prize available for this Promotion. No cash or other alternatives will be offered (except as expressly authorised herein or by Sponsor).
 - b. While we will use reasonable endeavours to provide the Prize as offered, the Prize components including hotel reservations are subject to availability and black-out dates as determined in Sponsor's sole discretion. In the event of non-availability, we will use reasonable endeavours to substitute the Prize with another of equivalent or greater value.
 - c. The Prize winner and their travel companion (who must be 21 years of age or older) must travel together on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the Prize winner and their companion to provide proper documentation (including government issued picture identification) including to Sponsor upon request. All aspects of the Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The hotel stay dates are subject to change at Sponsor's sole and absolute discretion. All hotel stays are subject to work stoppages, closures or other possibilities that may impact the use of the Prize. Sponsor reserves the right to select hotel rooms in its sole and absolute discretion.
 - d. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the hotels, venue operators, restaurants, prize providers or any other persons providing any Prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities, or expenses incurred because of cancellation or delay. No refund or compensation will be made in the event of the cancellation or delay except at the sole and absolute discretion of Sponsor. Additional prize award details to be provided to the Prize winner at the time of Prize notification. Each Prize winner and their respective companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain

or provide travel insurance or any other form of insurance. The Prize winner may be required to provide a credit card at the time of hotel check-in.

- e. Companion of Prize winner must be at least twenty-one (21) years old as of the date of departure. Upon Sponsor's request, the travel companion must execute an Affidavit of Eligibility (defined below) and return it to Sponsor (along with any other requested documentation) within the timeframe designated by Sponsor. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion.
- f. Lost, stolen, or damaged gift cards or certificates will not be replaced or exchanged.
- g. Each Prize must be used in full by September 30, 2024, including the hotel reservation, which must be booked to take place no later than March 31, 2024.
- h. The Prize does not include any travel costs or other expenses except those specifically set forth in these Terms. Any additional expenses incurred by the winners (or their companions/guests) in making use of the Prize must be borne by that winner.
- i. Awarding of each Prize is subject to verification of eligibility and compliance with these Terms.
- j. The odds of winning a Prize in a specified Promotion depend on the number of eligible entries received for that applicable Promotion.
- k. Actual retail value of a Prize may vary depending on travel dates and fare/rate fluctuations. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. All hotel booking arrangements must be made through the Sponsor or Sponsor's designee. Winner is responsible for all other travel arrangements. Certain restrictions and blackout dates may apply. The winner of the Prize must travel as and when designated by Sponsor or the Prize may be forfeited, and an alternate randomly selected winner chosen.
- l. For the avoidance of doubt, each Prize and the redemption thereof are subject to terms and conditions specified by Sponsor. Each Prize is awarded "as is" with no warranty or guarantee, either express or implied. A Prize cannot be transferred, substituted, or redeemed for cash, or used in conjunction with any other competition or offer. Sponsor reserves the right, in its sole discretion, to substitute and/or modify a Prize with a prize of comparable or greater retail value, at its sole discretion.
- m. Only one (1) Prize per Promotion is permitted per person and per family or household.
- n. All taxes on a Prize and all costs and expenses related to acceptance and use of a Prize not specified in these Terms as being provided are not included as part of any Prize package and are the sole responsibility of the Prize winner, including, but not limited to, hotel taxes and fees, transportation, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities

and service charges. Hotel regulations and conditions apply. When applicable, a physical component of the Prize may be awarded and delivered to winner but only to an address within the United Kingdom or United States (excluding Northern Ireland, the Channel Islands, Puerto Rico, and all U.S. overseas territories), unless the Sponsor, in its sole discretion, awards that portion of the Prize in-person to the winner. P.O. Boxes will not be accepted. If any mail is returned as undeliverable without a forwarding address, then that Prize may be forfeited, and an alternate winner may be selected at Sponsor's discretion. Sponsor will award any physical component of the Prize to the winner by shipping the Prize to the winner within approximately sixty (60) days from the selection date to the winner's postal address as provided to Sponsor. Notwithstanding the foregoing, Sponsor does not make any guarantees with respect to the timing of the delivery of the Prize. All Prize details are at Sponsor's sole discretion.

- o. The Prize cannot be transferred or be traded off against an equivalent amount of money, and no monetary compensation will be provided (except as expressly authorised herein or by Sponsor).
- p. The Prize is awarded at the total discretion of Sponsor or of its affiliate companies, and no Prize will be awarded if a participant has committed, or benefited from, irregular actions for this purpose.
- q. The awarding of the Prize may not be contested, and the Prize may not be either exchanged or replaced, except at Sponsor's sole and absolute discretion.

Winner Selection and Claiming a Prize

- 25. Each winner will be chosen at random by software from all eligible entries received and verified by us during the relevant Promotion Period.
- 26. Each winner will be selected and notified by @MondrianIbiza (on behalf of Sponsor) by direct message on Instagram within approximately ten (10) business days of the end of the applicable Promotion Period.
- 27. If you are notified that you have won a Prize, you must respond as directed (including with any requested information, such as your full name, e-mail address, mailing address and/or other contact information) in such notification to claim the Prize within fourteen (14) days of Sponsor's first notification attempt.
- 28. If a winner cannot be contacted or does not respond or claim the Prize within fourteen (14) days of our first notification, we reserve the right to withdraw the Prize from the winner and choose (at random) a replacement winner from the pool of eligible entries.
- 29. Winners (and/or their travel companion/guest) may be required to complete an affidavit of eligibility and publicity/liability release (an "Affidavit of Eligibility") as well as any additional required information, releases, or responses, and/or tax or regulatory forms (to the extent required by

applicable law, regulations, or taxing authorities) prior to the delivery of any prize. If Sponsor requires winner (and/or their travel companion/guest) to complete an Affidavit of Eligibility, the potential winner (and/or their travel companion/guest) must return the fully executed Affidavit of Eligibility and provide all other requested information and documents to Sponsor within fourteen (14) days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the Prize and selection of an alternate winner.

- 30. We do not accept any responsibility if you are not able to take up, receive, or use the Prize.
- 31. Each participant selected as a potential winner must comply with all terms and conditions set forth in these Terms, and winning is contingent upon fulfilling all such requirements.
- 32. Sponsor shall have no liability for any potential winner notification that is lost, intercepted, or not received by a potential winner for any reason. Sponsor is not responsible for and will not replace any lost or stolen Prize or any Prize that is undeliverable or does not reach the winner because of incorrect or changed contact information.

Data Protection and Publicity

- 33. Sponsor in its discretion may announce potential winners on its website(s) and/or social media accounts, providing the name and Instagram Account name of the winner of each Promotion.
- 34. By submitting an Entry, participant grants Sponsor and its parents, affiliates, subsidiaries, and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors, designees, and suppliers, an irrevocable, perpetual, non-exclusive worldwide license to publish, post, display, copy, distribute, transmit, edit, use alone, together or with other works, and otherwise exploit the Entry, participant's name, city and state/hometown address, voice, persona, likeness, image, prize information, any statements or quotes attributable to participant, biographical data and any other indicia of persona in any manner whatsoever throughout the world, and at any time or times, including in connection with the Promotions, in any and all forms of media, now known or hereafter discovered, including, but not limited to, on the Internet and within Sponsor's website and on Sponsor's social media pages, in perpetuity, without additional compensation, review or approval rights, notification or permission, except where prohibited by law. Participant further agrees to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. Participant hereby releases all Released Parties (defined below) from any and all liability related thereto. PARTICIPANT FURTHER ACKNOWLEDGES THAT IF PARTICIPANT IS CHOSEN AS A WINNER, PARTICIPANT'S IDENTIFYING INFORMATION, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S NAME, MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, BEING PLACED ON A WINNERS' LIST.
- 35. We will process your personal information for the purposes of administering the Promotions as set out in our Privacy Policy located at <https://ennismore.com/privacy-policy>.

Additional Data Disclosure and Privacy Terms Applicable in the United Kingdom:

36. We are required to either publish or make available information that indicates that a valid award took place. To comply with this obligation, we will send the surname and county of the Prize winner to anyone who emails holaibiza@mondrianhotels.com within twenty-eight (28) days after the close of the applicable Promotion Period.
37. If a winner objects to any or all of their surname, county and winning Entry being published or made available, please email us at holaibiza@mondrianhotels.com. In such circumstances, we must still provide the information and winning Entry to the Advertising Standards Authority on request.

Additional Data Disclosure and Privacy Terms Applicable in the United States:

38. To obtain any legally required winners' list (after the conclusion of the applicable Promotion) or a copy of these Terms, send a written request, enclosed with a self-addressed envelope with the proper postage affixed, to: Ennismore International Management Ltd., 101 North 10th Street, Studio 204, Attn: General Counsel – Americas, Brooklyn, NY 11249 (VT residents may omit return postage). The request must be received within six months after the conclusion of the applicable Promotion Period.

The Sponsor's Responsibilities

39. We reserve the right to cancel or amend all or any part of Promotion and/or these Terms without notice due to events outside of our control to the extent permitted under law. We will notify you of any material changes to the Promotion as soon as possible by making a public post on Instagram or messaging you directly.
40. Our decision in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.
41. Sponsor reserves the right to restrict or void online entries or participation from any IP address if any suspicious Entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Entries of any participants who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Promotion. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Terms (including any alleged discrepancy or inconsistency in these Terms), it will be resolved in Sponsor's sole discretion. Participants waive any right to claim ambiguity in the Promotions or these Terms. If Sponsor determines at any time in its sole discretion that a participant is disqualified, ineligible, or in violation of these Terms, or engaging in behaviour that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right in its sole discretion to select an alternate winner. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTIONS VIOLATES CRIMINAL AND CIVIL LAWS.

IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT.

Entrants' Responsibilities

42. By participating in the Promotion, you agree, to the maximum extent permitted by applicable laws, to release, waive, discharge, indemnify, defend and hold harmless us (*i.e.*, Sponsor), and each of our parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, attorneys, agents, contractors, and suppliers (collectively, the **"Released Parties"**) from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotions, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Prize (by you or your travel companion/guest) including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of our gross negligence.
43. By entering a Promotion, you represent and warrant as follows: [a] the Entry is your own for you to win a Prize, and you are eligible to win a Prize; [b] the Entry does not contain any false information and you have not otherwise submitted any false or deceptive information in your participation in the Promotion; and [c] you did not violate these Terms. Sponsor reserves the right to disqualify (and refuse to accept or remove) any participant that Sponsor, in its sole discretion, deems to violate these Terms. To the fullest extent permitted under law, Released Parties are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, inaccurate, delayed, stolen, garbled, misdirected, illegible, or incomplete entries or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the potential Prize winner; [d] any condition caused by events that may cause the Promotion to be disrupted or corrupted; [e] any incorrect or inaccurate information, whether caused by you or any other individuals, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion; or [f] injury or damage to any person or their property related to or resulting from participating in the Promotions or otherwise receiving or using the Prize. Persons who tamper with or abuse any aspect of the Promotion, who act in an unsportsmanlike or disruptive manner, or who are otherwise in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, to the extent permissible under law, in its sole discretion, to cancel, terminate, modify or suspend the Promotion or any portion thereof should viruses, bugs or other causes corrupt the administration, security or proper play of the Promotion, and limit entries to those

submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and, if terminated, to award the Prize from all non-suspect, eligible entries received prior to such action or as otherwise deemed fair and appropriate by Sponsor.

Liability – General

44. (Subject to Section 46 below if you are based in the United Kingdom and Section 47 if you are based in the United States) except where prohibited, participant agrees that (to the fullest extent permitted under law): (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Promotion, and in no event will a participant be entitled to obtain attorneys' fees or other legal costs; (2) participant's remedies are limited to a claim for money damages (if any) and participant irrevocably waives any right to seek injunctive or equitable relief; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, special, punitive, incidental and consequential damages and any other damages, except as expressly provided above, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
45. Without limiting any other provision in these Terms, Released Parties are not responsible or liable to any participant, potential winner, or winner or any person claiming through such participant, potential winner, or winner for failure to supply the Prize or any part thereof in the event that any of the Promotion activities or the Released Parties' operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war, fire, flood, pandemic, epidemic, Covid-19, virus, explosion, unusually severe weather, hurricane, embargo, labour dispute or strike labour or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

Additional Liability Terms for United Kingdom Residents:

46. Insofar as is permitted by law, Sponsor, its agents, or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury, or death occurring as a result of taking up a Prize except where it is caused by the negligence of Sponsor its agents or distributors or that of their employees. Your statutory rights are not affected.

Additional Liability and Consent Terms for United States Residents:

47. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Promotions. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

Governing Law/Jurisdiction for United States Residents:

48. Where you are resident in the U.S., the Promotions and these Terms, and all matters arising out of or relating to the Promotions, are governed by, and construed in accordance with, the laws of New York (without giving effect to the principles of conflicts of law thereof). Any legal suit, action, or proceeding arising out of or relating to the Promotions and/or these Term shall be brought exclusively in the applicable federal or state courts located in New York County, New York.

Governing Law/Jurisdiction for United Kingdom Residents:

49. Where you are resident in the U.K., the Promotions and these Terms, and all matters arising out of or relating to the Promotions, are governed by, and construed in accordance with, the laws of England and subject to the exclusive jurisdiction of the courts of England.

General Terms

50. These Terms cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Details regarding applicable Promotion Period and Prize:

Promotion Number	Promotion Period	Prize
One	Beginning on September 18, 2023, at 09:00:00 a.m. Eastern Standard Time ("EST")/01:00:00 p.m. Greenwich Mean Time ("GMT") and ending on September 24, 2023, at 12:59:59 a.m. EST/04:59:59 a.m. GMT.	<ul style="list-style-type: none">• Lodging for two (2) nights for two individuals (i.e., for winner and winner's travel companion/guest) in one (1) standard room based on double occupancy at Mondrian Ibiza (ARV: \$1200 USD/ £1000 GBP).• Two breakfasts for two guests included during the stay, comprising of an international buffet. (ARV: \$200 USD/ £160GBP)• A Mexican inspired dining experience for two guests at Cuyo restaurant. Guests can choose from cocktails, wines, diverse options of drinks and a wide variety of Mexican favoured dishes specialized in fish and seafood. (RV: \$400 USD/ £340 GBP). <p>TOTAL ARV OF ALL PRIZES IN PROMOTION #1: \$1800 USD/£1500 GBP</p>