

General

1. The Promoter is 'the SPACE', San Juan de Sur, Nicaragua.
2. Information on how to enter and prizes form part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who Can Enter

4. Entry is open to anyone over the age of 21 except employees and immediate families of the Promoter and their associated companies and agencies.
5. **Entrants must be 21 years of age or older** as at the date of entry in order to be eligible to enter the competition.
6. The Promoter reserves the right to request winners to provide proof of identity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When To Enter

7. The competition **commences on September 19, 2019 and concludes on November 16, 2019 at 11:00am CST**. Entries must be received by the Promoter prior to the competition close date and time.
8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

How To Enter

10. Entrants may enter the competition by completing the competition entry form on the promotional website **www.enjoythespace.com**.
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any

content (including text) that entrants submit in connection with their entry into the Promotion.

12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses.

Number Of Entries Permitted

14. Only one entry per entrant will be permitted in the competition draw.

Draw And Notification Of Winner

15. The winner will be the first valid entry submitted in accordance with these Terms and Conditions that is drawn by the SPACE by random computer selection at **November 16, 2019 at 14:00 CST** at the SPACE, San Juan del Sur, Nicaragua.
16. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
17. The winner will be notified by email within 24 hours of the draw.
18. The prize will be awarded to the person and associated email address named in the entry.
19. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Prize On Offer

20. Total prize value is up to USD 500.00 per winner. There will be **two winners**.
Each of the two winners will receive a holiday package for two (2) people at the SPACE San Juan del Sur including: 6 nights accommodation, 6 dinners, 6 breakfasts, couples massage and a choice of one weekly activity at the time of travel.
21. **The prize cannot be transferred, exchanged or redeemed for cash.**
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
23. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
24. **The prize must be taken between 1 February 2020 and 31 December 2020** and is subject to hotel availability. The prize cannot be changed once the booking has been made. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
25. The winner must notify the Promoter at least five weeks in advance of their intended travel date.
26. The winner acknowledges and accepts that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place. The winner must make his or her own enquiries about local issues and conditions at the destination prior to travel.
27. The winner (and their companion/s) is/are responsible for all other expenses not covered by the prize package including air travel, visas, airport taxes, drinks, lesson packages, spending money, meals (unless specified), transfers (unless specified), laundry charges, activities (unless specified), incidentals, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is

- responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate health checks prior to taking the prize.
28. The winner and all travelling companions are responsible for their own transport arrangements from their residence to the SPACE.

Further Terms And Conditions

32. Subject to complying with all relevant legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
33. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
34. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under local Regulation.
35. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant

has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.

36. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
37. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory Guarantees, Waiver And Liability

38. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the SPACE or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
39. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under Nicaraguan law.
40. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
41. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion.

Any disclosure of such information will be made as required by law and in accordance with these terms and conditions.

42. All entries become the property of The Promoter. All entries will be entered into a database and The Promoter may use the entrant's names and email address for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering this competition, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.