Official Rules

VisitUSVI.com Survey Promotion
NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN. PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.

THIS CONTEST IS INTENDED FOR PARTICIPANTS IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND ALL U.S. TERRITORIES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE INELIGIBLE.

Sponsor: The “Sponsor” of this promotion is the office of the Department of Tourism for the Government of the United States Virgin Islands.

Eligibility: The Visit USVI Survey Promotion ("Promotion") is open to legal residents of the 50 United States, all U.S. Territories and the District of Columbia who are 18 years of age or older at the time of participation. Except as otherwise stated above, USVI Department of Tourism and VisitUSVI.com employees, advertising, public relations, promotion, or production agencies and Web masters/suppliers (and their respective tax (IRS) dependents, immediate family members [spouse, parent, child, sibling and their respective spouses] and individuals residing in their same household) are not eligible to participate. The Promotion is subject to applicable federal, state and local laws and regulations. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects. Void where prohibited.

Promotion Period: Promotion begins at 11:59:59p.m. Eastern Time ("ET") on October 12, 2011 and ends at 11:59:59 p.m. PT on October 11, 2012 ("Promotion Period"). Sponsor’s computer is the official time keeping device for the Promotion. For the purposes of this Promotion, a "Day" is a twenty-four period EST of a calendar day.

Participation: To participate in the Promotion: During the Promotion Period, you can register for the Promotion through the Visit USVI Survey Promotion application ("Application") at www.visitusvi.com/survey. Application must be completed in full, including, but not limited to answering a set of survey questions regarding travel to the United States Virgin Islands, other destinations and detailed demographical information. After completing the Application, you will be required to agree to the Official Rules and authorize Sponsor to pull your profile information and other content in order to participate in the Promotion.

Winner Selection: The winners will be selected at random by an assigned agent of the USVI office of the Department of Tourism on four different occasions (January 12, 2012, April 12, 2012, July 12, 2012 and October 12, 2012.) There will be only one winner. The winner will be notified by email, phone or certified mail (at the information provided in the Application) five (5) business days after each drawing. Prize will be awarded within thirty (30) days after winner verification. If a prize notification is returned as undeliverable or if the winner does not respond to the notification within seven (7) calendar days, it will result in disqualification, and the prize will be awarded to another entrant. The same methodology will be used to select an alternate winner as used to select the first winner. The prize winner will be required to execute an affidavit of eligibility and liability/publicity release within seven (7) days following the date of attempted notification. Prizes are not assignable or transferable, except to a surviving spouse. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), except that the
prize will be subject to its manufacturer’s standard warranty (if any). No substitutions or exchanges (including for cash) of any prize will be permitted, except that Winner is responsible for all federal, state, local, sales and income taxes associated with receipt and/or use of any prize. Entry and acceptance of any prize constitutes permission to use winner’s name, prize won, office affiliation, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law. Unless prohibited by law, winner will be required to sign and return an affidavit of eligibility, liability release, publicity release, tax forms, and other reasonable documentation provided by Sponsor before being awarded a prize. If winner does not execute such documentation upon request, their prize will be forfeited and the prize will be awarded to an alternate winner. The prize is guaranteed to be awarded. General: Sponsor will not be responsible for late, lost, illegible, incomplete, damaged or misdirected entries and accepts no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in the Promotion. By entering the Promotion, each entrant agrees to these Official Rules and waives, and releases Sponsor and Sponsor's parents, subsidiaries, and affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each, from, all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Sponsor reserves the right to amend these Official Rules or to terminate this Promotion. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor is not responsible for any typographical or other error in the printing of any Promotion materials, administration of the Promotion or in the announcement of any prize. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects.

**Grand Prize Winner (1):** Four (4) Grand Prize winners will be selected. Each winner will be selected randomly from the completed lists. Each of the winners will be chosen individually, having four (4) individual drawings, starting with January 12, 2012, April 12, 2012, July 12, 2012 and October 12, 2012. Each of the winners will receive one (1) 10” color touch screen tablet device with front and rear-facing cameras with a value of $500.00 USD. The total cash value of all the drawings is $2,000 USD.

**Limitations of Liability:** Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor, nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Promotion; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual/account it finds to be tampering with the participation or Task process or operation of Promotion or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person or to achieve more Points than entitled or to otherwise disrupt the Promotion in any manner. Neither Sponsor, nor its agencies are responsible for injury or damage to participant's or any other person’s computer related to or resulting from
participating in this Promotion or downloading or copying materials from or use of Web site. If, for any reason, Promotion, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion or any portion thereof, and determine other winners from participants eligible prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Use of any device to automate Entry is prohibited.

**Governing Law:** By participating, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws governing the United States Virgin Islands, without giving effect to any choice of law or conflict of law rules. By participating, participants consent to the jurisdiction and venue of the federal, state and local courts located in Hamilton County, Tennessee.

**Winners List:** For the name of Winners go to [http://www.visitusvi/surveywinner](http://www.visitusvi/surveywinner) beginning on or about January 16, 2012.