

The following promotion is intended for the United States of America. It will be construed and evaluated according to United States laws. Do not proceed with this contest site if you are not a legal resident of the United States of America 18 years or older.

Gondwana Ecotours Giveaway

Official Rules. No Purchase Necessary. Purchase does not increase your chances of winning. Open only to legal residents of the United States aged 18 or older. Void where prohibited.

- **1. To Enter:** Beginning April 13, 2020 at 12:00 am Eastern Time until 11:59 pm Eastern Time on May 4, 2020, or an earlier date at Gondwana Ecotours's sole discretion, enter the Gondwana Ecotours Giveaway (the "Promotion") by entering your name and email address in the form found at gondwanaecotours.com/promos.
- **2. Limit:** Limit of 2 entries per eligible person during the promotion period. If three or more entries are received weekly, only the first two entries will be accepted and additional entries will be disqualified.
- **3. Eligibility:** This Promotion is open only to legal residents of the United States who are 18 years of age or older as of the Promotion start date. This Promotion is not open to employees or relatives of employees of Gondwana Ecotours, LLC
- **4. Privacy:** In connection with the Promotion entry process, Gondwana Ecotours, LLC (the "Sponsor,") will be collecting personal data about entrants in accordance with its privacy policy. Please review Sponsor's privacy policy located at: www.gondwanaecotours.com/privacy-policy/ By participating in the Promotion, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

- **5. Limitations of Liability:** By entering, you agree to release, discharge, indemnify and hold harmless the Sponsor and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Promotion and/or your receipt or use of any prize awarded in this Promotion or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion.
- **6. Determination of the Winners:** Three Winners (the "Winner,") will be determined within one week following the end of the promotion. All entries will be considered and subjectively evaluated by the President of Gondwana Ecotours who will ultimately determine First, Second, and Third place winners at his sole discretion.
- 7. Prize: The First place winner will win a \$1,000 credit to a future Gondwana Ecotours tour of their choice. The Second place will win a \$500 credit to a future Gondwana Ecotours tour of their choice. The Third place will win a \$250 trip credit to a future Gondwana Ecotours tour of their choice. All other entries will receive a \$100 trip credit to a future Gondwana Ecotours tour of their choice. The approximate retail value of these prizes is equal to the credit amount. All winners will be notified via email to the address provided during submission.

The specifics of all aforementioned elements of the Prize in the Promotion shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the Grand Prize not specifically addressed above are the sole responsibility of the Winner. All federal, state and local taxes on the Prize are the Winner's responsibility. The Sponsor reserves the right to substitute the Prize, or portions thereof, with a prize of equal or greater value.

8. Disputes/Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the

rights and obligations of any entrant or the Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Louisiana. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in New Orleans, Louisiana, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Louisiana. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

- **9. Winner List:** Beginning on or about May 11, 2020 you may obtain the names of the three Winners by sending an email to info@gondwanaecotours.com with the subject line "Past Guest Contest"
- **10. Sponsor and Administrator:** Gondwana Ecotours, LLC. 1128 Lowerline St. New Orleans. LA 70118