

The "USVI Shopping Festival" Sweepstakes Official Rules

Please read these official rules before entering this sweepstakes. By submitting an entry you agree to be bound by these rules and acknowledge that you satisfy all eligibility requirements.

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

This promotion ("Promotion") may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. The Promotion is governed exclusively by the laws of the United States.



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1. **How to Enter.** During the Promotion Period, visit @USVIMockoJumbie account on Twitter (<http://twitter.com/USVIMockoJumbie>) ("Sponsor's Twitter Page") to receive instructions on how to enter the Promotion. Prior to doing so, you will be prompted to sign into your Twitter account. If you do not have an account, visit www.twitter.com to create one. Twitter accounts are free. Once logged into your Twitter account, follow the links and instructions to become a follower of @USVIMockoJumbie. Any time during the Promotion Period (as defined below), post the following tweet exactly as it appears below, also listed on www.usvishoppingfestival.com ("Entry Tweet"):

Hey @usvimockojumbie, send me on a shopping vacation in paradise! <http://bit.ly/bakZ2p> #usvishopfest #sweeps

During the Promotion Period, you will automatically receive one (1) entry into the Promotion for each Entry Tweet you post. You may post no more than once per day. All entry information and tweets shall be collectively referred to herein as the "Entry" or each as an "Entry."

If you post updates to or receive updates from Twitter.com via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive. Please consult your wireless-service provider regarding its pricing plans. You must be an active holder of a non-private Twitter account and be a follower of the @USVIMockoJumbie account to be eligible to enter this Promotion. All terms and conditions of Twitter.com apply. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and log ins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter account, the authorized account holder of the e-mail address used to register at Twitter.com will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All Entry Tweets must appear exactly as above; any posts that are not identical to these tweets will result in disqualification from the Promotion. Consistent with the foregoing, you agree to include the disclosure statement "#sweeps" in each Entry Tweet in order to comply with the FTC's "Guides Concerning the Use of Endorsements and Testimonials in Advertising" (16 C.F.R. Part 255), located at <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>. If you do not include the disclosure statement, Sponsor reserves the right to remove your Entry from consideration in the Promotion and disqualify you and your Entry, and you agree to remove any Entry lacking proper disclosure from Twitter.com and any other website(s). All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Promotion.

2. **Start/End Dates.** Promotion begins at 12:00 AM Eastern Time ("ET") on June 29, 2010 and ends at 11:59 PM ET on July 11, 2010 ("Promotion Period").

3. **Eligibility.** Participation open only to legal residents of the fifty United States and the District of Columbia, who are at least 18 and have reached the age of majority in their residence of jurisdiction as of date of entry. Void outside of the 50 United States, the District of Columbia and where prohibited, taxed or restricted by law. Employees, officers and directors of the U.S. Virgin Islands Department of Tourism ("Sponsor"), its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Promotion if you are not located within the United States or the District of Columbia. All federal, state and local laws and regulations apply.

4. **Random Drawing/Odds.** The winner will be selected in a random drawing from all eligible entries received on or about July 12, 2010. Odds of winning depend on the number of eligible entries received for the drawing. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Promotion.

5. **Prizes.** One grand prize: One (1) winner will receive a trip for two (2) to St. Thomas, U.S. Virgin Islands during the USVI Shopping Festival from July 24 – August 1, 2010, including round-trip coach air transportation for two (2) from a major airport nearest winner's home (as determined by Sponsor in its sole discretion) to St. Thomas, U.S. Virgin Islands; five (5) nights standard accommodations, at Bolongo Bay Beach Resort (one (1) single room, double occupancy); two (2) concert tickets as determined by Sponsor in its sole discretion; and two (2) VIP welcome shopping bags. Approximate retail value ("ARV") of prize: \$4,000.00.

Actual value of prize may vary depending on air flight fluctuations and distance between departure and destination. Winner will not receive the difference between actual and approximate retail value. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Grand prize trip will take place between July 24 and August 1, 2010; winners forfeit prizes if unable to travel on designated dates and in such event, prize may be awarded to an alternate. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. If winner is considered a minor in his/her jurisdiction of residence, travel companion must be winner's parent or legal guardian. Winner and travel companion must travel on the same itinerary and travel companion must sign travel release prior to ticketing. Travel companion must be 18 years of age and have reached the age of majority in their jurisdiction of residence, unless the winner is travel companion's parent or legal guardian. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and travel companion may be required to show photo identification in order to claim prize and will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

6. **Notification.** Potential winner will receive a direct message from Sponsor through the Twitter account used to enter the Promotion on or about July 13, 2010. Potential winner will be required to respond to the direct message or @reply and execute an affidavit of eligibility and liability waiver/publicity release prior to issuance of travel documents, within seven (7) days of receipt. If the potential winner does not respond to direct message or complete the required affidavit of eligibility and liability waiver/publicity release, where legal, within the required time frame prize will be forfeited and awarded to an alternate. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winner will be required to provide proof that potential winner and travel companion are at least 18 and have reached the age of majority in their jurisdiction of residence in order to receive prize. If potential winner cannot be contacted, or fails to respond to the direct message within the required time period, if any prize or prize notification is returned as undeliverable, if the potential winner rejects his/her prize or in the event of noncompliance with these Promotion rules and requirements, such prize will be forfeited and may be awarded to an entrant selected at random. Upon prize forfeiture, no compensation will be given.

7. **Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, TWITTER, AND THEIR ADVERTISING AND PROMOTION AGENCIES, INCLUDING M BOOTH & ASSOCIATES, INC., AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN PROMOTION, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION OR MERCHANDISE DELIVERY. Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in Promotion and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, tweets, and/or any statements made by the winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way shall be disqualified. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

8. **Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or website. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope after July 31, 2010 to: Attn: USVI Team, M Booth & Associates, 300 Park Ave. South, 12th Floor, New York NY 10010.

10. **Sponsor.** U.S. Virgin Islands Department of Tourism, P.O. Box 6400, St. Thomas VI 00804.