

## **Bravenly Passport to Paradise Getaway Sweepstakes**

### **Sweepstakes Official Rules**

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT IS REQUIRED FOR ANY PRIZE WITH AN APPROXIMATE RETAIL VALUE OF \$600 OR MORE.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, META PLATFORMS, INC. (INCLUDING FACEBOOK, INSTAGRAM, AND THREADS), X CORP., TIKTOK, INC., AND THEIR PARENT COMPANIES.**

**1. DATES OF PASSPORT TO PARADISE GETAWAY ENTRY.** Entries begin at 12:00:01 am Eastern Time (“ET”) on November 1st, 2024, and end at 11:59:59 pm ET on November 30th, 2024 (the “Entry Period”).

**2. ELIGIBILITY.** The Passport to Paradise Getaway is only open to legal residents of the contiguous United States and District of Columbia and Canada (excluding Quebec)

where permissible by law, who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old at the time of entry). Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Bravenly Global LLC (the “Sponsor”) are not eligible to participate or win a prize. Proof of residency and age may be required. The Passport to Paradise Getaway is subject to all applicable federal, state/provincial/territorial, and local laws, rules and regulations. Void outside where otherwise prohibited or restricted by law, rule or regulation. All federal, state/provincial/territorial and local laws and regulations apply.

**3. HOW TO ENTER.** There are two (2) ways to enter:

(i) **PURCHASE:** Entrants making a purchase (of \$149+) in Bravenly products or gear between the Entry Period and are a member of the Bravenly Breakthrough Community Group on Facebook may complete the online entry form to receive one (1) entry into the Passport to Paradise Getaway per order, up to four entries total during the Sweepstakes Period. Then, complete the GOOGLE FORM linked in the group in its entirety and click the “Submit” button. Upon clicking the “Submit” button, the Entrant must complete the entry form in its entirety to include first name, last name, street address, city, state, zip, customer or Brand Partner ID if applicable, phone number, and email address, and click “Continue”. Be sure you have clicked “Submit” on the Google form to receive one (1) entry into the Passport to Paradise Getaway.

(ii) **FREE ENTRY:** To enter without making a purchase, you must be a member of our Official Bravenly Breakthrough Community Group on Facebook and complete in its entirety the Google Entry Form online in the Official Bravenly Breakthrough Group.

Regardless of the entry method used to enter the Passport to Paradise Getaway, there is a limit of four entries per Entrant for the entire Sweepstakes Period. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entry, and that Entrant may

be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner. The Sponsor is not responsible for any entry that is lost, late, illegible, incomplete, invalid, unintelligible, or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor .

**4. DRAWING/ODDS.** By entering the Passport to Paradise Getaway Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes. Drawings will be held Nov 7, 2024, Nov 14, 2024, Nov 21, 2024, and Dec 2, 2024, by 9:00 pm Eastern. Two Winners will be drawn each week of the Sweepstakes period for a total of eight Winners.

To be eligible to receive a prize, all Entrants must have an address on file with the Sponsor or have provided an address when prompted at the time of entry. In the event that an Entrant has an incomplete address, the Entrant will be disqualified, and an alternate prize winner will be selected in a random drawing. The odds of winning depend upon the total number of eligible entries. Eight winners will be randomly drawn from all the eligible entries.

**5. PRIZES.** Sponsor is giving away Eight separate four-night stays at one of five different Hard Rock Resorts. There will be a total of eight (8) Prizes awarded to eight (8) separate Winners. Each Winner will receive accommodations in a standard room with a maximum occupancy of two guests under the ALL INCLUSIVE PLAN. Winners may

choose from the following Hard Rock properties: Hard Rock Hotel Vallarta, Hard Rock Hotel Cancun, Hard Rock Hotel Los Cabos, Hard Rock Hotel Riviera Maya, or Hard Rock Hotel & Casino Punta Cana. Optional services such as airfare, laundry, dry cleaning, hotel boutique, transportation, shops, and spa treatments are not included nor are out-of-plan calls (other conditions apply). All travel MUST be completed by June 20, 2025. There are no exceptions and no extensions. Trip cannot be booked between Dec 15th, 2024 and Jan 15th, 2025, other holiday weeks (5 days before and after) and black out days also apply. Black out dates will vary by which resort you choose. The trip is non-transferable and cannot be combined with any other offers, discounts, or promotions and cannot be exchanged for cash.

In addition, Sponsor will award \$1,000 in cash to all 8 official winners. To receive the cash portion of the Prize a Winner must book airfare to the trip and attend the trip. The cash portion of the Prize will be awarded after the trip is completed as provided herein. If a Winner does not take the trip, such Winner forfeits the trip cash portion. In that event, Sponsor may, at its discretion, select another winner using the method described herein. If a Bravenly Global Brand Partner or Bravenly Global Affiliate wins one of the Prizes, they will be awarded the trip cash via a bonus adjustment in their back office to be paid via their i-payout account within 15 days of taking the trip. If a customer, or someone who is not connected to Sponsor in any way, wins one of the Prizes, they will be issued their trip cash via the form of a paper check that will be postmarked within 15 days of the completion of their trip. The value of each Prize is \$3,000.

Sponsor is not responsible for any extra days if a Winner chooses to extend their trip.

**Sponsor is not responsible for refunding flights, travel costs, or any other costs or expenses incurred if a Winner is unable to attend the dates selected by a Winner for any reason.**

**6. PRIZE RESTRICTIONS: Limit of one (1) prize per person/household.** All prizes are non-transferable and cannot be assigned, and there are no substitutions or cash

redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. Each prize winner is solely responsible for all applicable federal, state, and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Publicity Release as a condition of winning a prize).

## **7. NOTIFICATIONS/CLAIMS.**

Potential winners will be notified by Sponsor. Sponsor will notify winners via a post in the Official Bravenly Breakthrough Group. Winners must respond to the notification within two business days of the Notification. In the event, the Potential Prize Winner fails to respond to the Notification within 2 business days of the Notification to the potential winner or if it is determined by Sponsor and/or Independent Administrator, in their sole discretion, that a potential Prize Winner is not eligible in accordance with these Official Rules, an alternate Prize Winner will be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period. The Potential Prize winner will be required to sign and return (except where prohibited) an Affidavit of Eligibility and Liability/Publicity Release and a W-9 tax form (the "Paperwork") within ten (10) days of the Notification. If the paperwork is not returned within ten (10) days, this will result in disqualification and an alternate Prize winner will be selected from all remaining eligible entries.

The value associated with the Prize is taxable as income and the Prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Prize. The Sponsor must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Prize winner and will be reported to the Prize winners and the Internal Revenue Service in the form of a Form 1099. NOTE RE: POTENTIAL WINNERS FROM CANADA: In accordance with Canadian law each Potential Prize winner of a

draw held in Canada will need to answer a mathematical skill-testing question correctly in order to be declared a winner and awarded a prize.

**8. CONDITIONS.** By participating in the Passport to Paradise Getaway Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay, or misdirection of Sweepstakes materials submitted to Sponsor. In the event, that any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & state), voices, and/or likenesses for purposes of advertising, promotion, and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, 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, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including,

but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

**9. NO LIABILITY:** By participating, Entrants and prize winners agree to release, discharge, indemnify, and hold harmless the Sponsor, and their respective officers, directors, employees, representatives, and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability 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 receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Sweepstakes.

**10. USE OF DATA.** Sponsor will be collecting personal data about Entrants online, in accordance with its Privacy Notice. Please review the Sponsor's Privacy Notice at <https://bravenlyglobal.com/wp-content/uploads/2024/09/Bravenly-Privacy-Policy.docx.pdf>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Notice.

**11. DISPUTE RESOLUTION - BINDING ARBITRATION.** Except as otherwise provided in these Rules, any controversy or claim arising out of or relating to the Sweepstakes, these Rules, or the breach thereof, shall be settled through arbitration. The Parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) in accordance with the AAA’s Consumer Arbitration Rules, which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of the AAA’s *Commercial Arbitration Rules* will also be emailed to you upon request to Sponsor. A dispute relating to whether the dispute between the Sponsor and you is subject to arbitration shall be decided through arbitration.

The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Sweepstakes. The jurisdiction and venue of any matter not subject to arbitration shall reside in Pinellas County, State of Florida, or the United States District Court for the Middle District of Florida.

All arbitration proceedings shall be held in Seminole, Florida. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal fees. Sponsor shall pay all administrative and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in these Rules. This agreement to arbitrate shall survive the cancellation or termination of the Sweepstakes. Either Party may, notwithstanding the provisions of this arbitration provision, bring qualifying claims in small claims court.



**Notwithstanding the foregoing, nothing in these Rules shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth herein a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information.**

**12. WINNERS LIST.** To obtain a list of Prize Winners please visit the Official Bravenly Breakthrough group on Facebook to obtain a full list of prize winners send a request with your name and email address to be received by January 31, 2025, to: Bravenly Global 13799 Park Blvd #110 Seminole, FL 33776. **The list will be emailed to those who request it, so please make sure you include your email address.**

**13. SPONSOR.** Bravenly Global LLC 13799 Park Blvd #110 Seminole, FL 33776.