

Trafalgar Unlocked Awards 2024 - Terms and Conditions

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Trafalgar Unlocked Awards | Trafalgar Competition (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. The Promotion is open only to Trafalgar Past Guests who are legal residents of the 50 United States, the District of Columbia, Canada (excluding Quebec), Puerto Rico, UK, Europe, Republic of Ireland, Singapore, Malaysia, Philippines, India, GCC Countries, Indonesia, Asia, South Africa, Australia and New Zealand who have reached the age of majority in their respective State, Province or Territory of residence at the time of entry. Employees, officers, and directors of Trafalgar (“Sponsor”), and their respective sister companies, affiliates, subsidiaries, their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not), as well as Trade Partners are not eligible to participate in the Promotion. By participating you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Acceptance of a prize is subject to the policies and rules or restrictions of the Sponsor. This Promotion is void in any area not listed above and where prohibited by law, rule or regulation. All federal, state, local laws and regulations apply.
3. Entrants under 18 years of age cannot enter.
4. The promotion is not open to the previous winners of the Trafalgar Unlocked Awards, who were awarded a 12-day Balkan Delight experience in June 2023.

Competition Period

5. The competition commences on Monday 1st January 2024 at 00:00 BST and closes on Friday 23 February 2024 at 23:59 BST (“Competition Period”).
6. The Competition will be advertised on, but not limited to, www.trafalgar.com, Facebook, YouTube and Instagram.

How to Enter

7. To participate in the Competition Entrants must either:

Upload their favourite Trafalgar photo/video at www.trafalgar.com/unlockedawards, completing all required fields and submitting their entry

or

Share a photo/video on Instagram and tell us why this moment in 2023 was special. When sharing on Instagram all Entrants must tag @trafalgartravel on Instagram and hashtag #costaricaunlocked . All Entrants must include the name of the tour the photo/video was taken on and their country of residence.

8. Photos/videos submitted must be from experiences that have taken place in the calendar year 2023, taken on Trafalgar tours that had a departure date on or after 1st January 2023 and before 31st December 2023. Any photos/videos submitted for experiences outside of these dates will be deemed invalid.
9. Entrants may enter as many times as they wish during the Competition period; however, each entry must be significantly different from any previous entry and the same photo(s) or video(s) cannot be included in more than one entry.
10. Incomprehensible and incomplete entries will be deemed invalid.
11. This is a game of skill; chance plays no part in determining the Winner. Each entry will be individually judged based on creative merit and individual originality. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
12. Entries must be received by Friday 23 February 2024 at 23:59 BST to be included in the Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging.
13. The time of entry will in each case be the time the entry is submitted on www.trafalgar.com/unlockedawards or the time posted on Instagram. The Promoter and associated agencies accept no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
14. By submitting photos and/or videos, the Entrant authorizes the Promoter to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add or delete from any part of the submitted entry.

15. The Entrant warrants to the Promoter the entry submitted is an original photo/video of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The Entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
16. The Entrant may include other people in their entry photo/video. However, it is the responsibility of the Entrant to ensure all people that feature in the video have consented to being included. For individuals under the age of 18, the Entrant must have obtained parent consent to feature them in their Entry.
17. Entries must not be offensive, rude, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The Entrant agrees to indemnify the Promoter.
18. The Entrant is responsible for any activity and/or entries that have been submitted using their device (e.g. phone, computer, tablet etc). It is the Entrants sole responsibility to control all access to their device. The Promoter will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the device holder.
19. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. In consideration for the Promoter awarding the prize to the Winner, the Winner and their guest hereby permits their image and/or voice, as recorded, photographed or filmed during their participation in the Prize to appear in connection with Trafalgar or the advertising or marketing thereof, in any media whatsoever. The Winner and their guest will not be entitled to any fee for such use.

21. Winners will be judged from all entries received throughout the Competition Period and Fifteen (15) Prize Winners will be selected by a judging panel at Trafalgar Marketing from 24 February 2024 from 10:00 BST. An Entrant may win only one (1) Prize. The Winners will be the Entrants who, in the sole opinion of the judges, have submitted the entry with the most creative merit and individual originality using either (a) both the hashtags #costaricaunlocked and #simplytrafalgar or (b) uploading directly on www.trafalgar.com/unlockedawards. Winners will be contacted via Direct Message on Instagram, or via Email within seven (7) days of the competition closing date. All Winners must respond to the Direct Message or email within seven (7) days of the Direct Message or Email being sent. Winner's details will be published in a method as determined by the Promoter from 11 March 2024.
22. An entry that is made on behalf of an Entrant by a third party will be invalid.
23. All reasonable attempts will be made to contact the Winner. If the Prize remains unclaimed by the Winner or unallocated or forfeited for any reason, by 11 March 2024 at 09:30 BST, the Prize/s will be re-allocated to the Entrant that has submitted the entry which best meets the judging criteria excluding the Entrant that has failed to claim the Prize.

Prize Details

24. There will be Fifteen (15) Prize Winners judged from all entries received (on www.trafalgar.com/unlockedawards, Instagram) who will win the following Prize:

An 8-day trip with flights to Costa Rica for 2 guests sharing a twin or double room, starting on 20 July 2024 in San Jose and ending on 27 July 2024 in Liberia. Depending on the Prize Winners city of departure and return they may need to fly on 19 July 2024 and return on 28 July 2024. All guests on this trip will be Prize Winners of the Trafalgar Unlocked Awards.

25. The total Prize Pool is valued at \$128,000. The Promoter accepts no responsibility for change in Prize value between now and the Prize trip departure date.
26. The Prize will include economy class flights to San Jose and returning from Liberia, accommodation, seven (7) breakfasts, three (3) lunches, five (5) dinners, transportation, sightseeing and experiences as outlined in the itinerary. The Prize does not include passport and visa fees; insurances of all

kinds, laundry, phone calls, minibar, beverages, meals and sightseeing not detailed in the itinerary and all items of a personal nature.

27. The Prize is non-transferrable and non-cash redeemable.
28. The Prize is only valid on the Costa Rica Eco Adventure trip departing on 20 July 24.
29. 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.
30. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
31. Personal information about all Winners will be shared with the Prize provider, and their agents, to the extent necessary for Prizes to be delivered to the Prize Winners.
32. If a Winner does not provide proof of meeting the age restriction and other valid entry requirements of notification of winning, their Prize will be forfeited in full, and the Winner/s will have no further claim. A re-judging will be held to award the Prize/s to a valid Entrant.
33. Prizes will be awarded to the person named in their entry. Should an Entrant's account or contact details change during the Competition 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.
34. On accepting the Prize the Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
35. Should a Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Prize, and a re-judging will take place to reallocate the Prize to a valid Winner.
36. By accepting the Prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the Prize.
37. 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 government legislation.

38. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

39. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and Prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Spinkey and Stackla, and any other third party setting up the Prize. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's full name, details included within their entry and social handle. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.