## "TRADE PROMOTION" Official Rules

Sponsored by The Fives Hotels & Residences ("Sponsor")

- 1. NO PURCHASE NECESSARY. No purchase or booking necessary to enter or win. MAKING A PURCHASE OR BOOKING DOES NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. Void in Quebec and where prohibited by law, regulation, or internal company policy. All federal, state, provincial, and local law and regulations apply.
- 2. **ELIGIBILITY:** The Promotion is offered and open only to legal residents of the 50 United States, the District of Columbia and Canada (excluding Quebec) who are accredited travel agents and are 21 years of age or older at the time of entry. Any determinations of eligibility will be made by Sponsor whose decisions are final. Proof of age, eligibility and identity must be furnished to Sponsor upon request. Entrants may be subject to rules imposed by their employers relative to their participation in trade promotions, and should check with their company for any relevant policies. By participating in the Trade Promotion, entrant warrants that he/she has complied with his/her employer's policy regarding acceptance of premiums or gifts and that he/she has informed his/her employer of entrant's participation in the Trade Promotion. Employees, officers and directors of Sponsor, their affiliates, subsidiaries, advertising and promotion agencies, and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (collectively, "Trade Promotion Entities") are not eligible.
- 3. TO ENTER: Entries for the Trade Promotion may be submitted beginning 11/10/2025 through 11:59 p.m. ET on 12/20/2025 (the "Promotion Period"). All entries must be received by 11:59 p.m. ET on 12/20/2025. To enter, the entrant must be a first-time graduate of the Fives Hotels & Residences Specialist course. Limit one entry per person. Multiple entries received from any entrant will void all such additional entries. Entries must be completed in English. All entry form information must be complete and accurate. Incomplete and inaccurate entries will not be considered. Photocopied and mechanically generated entries are void. Entries generated by a script, macro, or any automated means are void. Electronic and e-mail entries will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address. Electronic entries submitted via "cookie" from a user's computer will be deemed to have been submitted by the authorized user who was logged in at that computer terminal at the time the entry was submitted.
- **4. WINNER SELECTION and NOTIFICATION:** On or about 12/22/2025, The Fives Hotels & Residences will randomly select a winner from all eligible entries received. Odds of winning will depend on the number of eligible entries received. If a potential winner fails to respond within 10 days of Sponsor's notification attempt, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries. Sponsor is not responsible for incomplete, illegible, or out-of-service e-mail addresses or other contact information. The grand prize winner will be required to execute a release of liability which must be returned within ten (10) days from receipt, otherwise an alternate winner may be selected at Sponsor's discretion. Return of prize notification as undeliverable will result in disqualification of the winner and an alternate winner will be selected. In the event of a Canadian winner, Sponsor may, at its sole discretion, elect to award cash to winner in lieu of the prize and deduct applicable withholding taxes imposed by the United States and applicable state governments.
- **ONE (1) GRAND PRIZE**: The grand prize winner will receive: one (1) three-night stay at The Fives Beach Hotel & Residences in a One Bedroom Suite.

Approximate value of prize is \$1,000 USD.

5. Winner must be able to travel to The Fives Hotels & Residences all-inclusive hotels and redeem their three-night stay within one year from the date issued, with respective blackout dates specified. Travel and transportation expenses will not be covered by The Fives Hotels & Residences. Approximate Retail Value (ARV) is \$1,000 USD. No prize substitution or cash redemption is available unless at The Fives Hotels & Residences' sole discretion. The Fives Hotels & Residences reserves the right to substitute a prize of equal or lesser value at its sole discretion. Prize is not transferable or assignable. All federal, state, and local income taxes on prize and gratuities are solely the responsibility of the winner. Cancellation or rescheduling of the trip may result in alternative activity options.

Other restrictions may apply. Prize is valid only for the winner of the prize, it is not transferable and may not be given, bartered, sold, or exchanged for cash or another prize, except at Sponsor's sole discretion due to prize unavailability for any reason and then only for a prize of equal or greater value. In the event that any prize component is unavailable for any reason, the remaining elements of the prize shall constitute full satisfaction of Sponsor's obligation to the Winner and no additional compensation will be awarded.

Prizes have no cash or exchange value. Prizes are not transferable, and may not be combined with any other offers, discounts, or promotions.

**6. TERMS AND CONDITIONS**. All federal, provincial, state and local taxes on prizes and all expenses related to acceptance and use of prizes, not otherwise specified, are solely the responsibility of winners. By participating, entrants agree (a) to these Official Rules; (b) to the decisions of Sponsor, which shall be final in all respects relating to the Trade Promotion; and (c) to permit Trade Promotion Entities to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to on air and within Sponsor's website, in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use in writing if asked to do so.

All entrants assume all liability for any injury or damages caused or claimed to be caused by their participation in this Trade Promotion. All entrants to the Trade Promotion hereby release Trade Promotion Entities, and their respective advertising and promotion agencies, their parent companies, subsidiaries, affiliates, directors, officers, professional advisors, and joint venture companies, as well as their respective officers, directors, and employees, from any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Trade Promotion, or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, torts (including negligence), warranty, or any other theory or cause of action.

Trade Promotion Entities, their advertising and promotion agencies, and all others associated with the development and execution of this Trade Promotion are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing or acceptance of entries; (b) failed, incomplete, garbled or delayed computer transmissions; (c) lost, late, misdirected, illegible or incomplete entries or postage-due mail; (d) any condition caused by events beyond the control of the Sponsor that may cause the Trade Promotion to be disrupted or corrupted; (e) typographical errors in any materials relating to the Trade Promotion; (f) inability of winner or travel companions to obtain any travel documents (including but not limited to birth certificates, passports, and/or visas) required to visit any destination or port of call or (g) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Sponsor, its affiliates, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible or impractical to continue the Trade Promotion or to perform under these Rules, Terms and Conditions.

Sponsor reserves the right in its sole discretion to cancel or suspend the Trade Promotion or any portion thereof should virus, bugs or other causes beyond control of Sponsor corrupt the administration, security or proper administration or execution of the Trade Promotion, in which case the prizes will be awarded via a random drawing from among all eligible entries actually received prior to cancellation. No prize assignment, transfer or cash redemption by winners is permitted. No prize substitution except by Sponsor due to unavailability in which case a prize of comparable or greater value will be awarded. All entries and entry information become property of Sponsor and will not be returned.

Participants are responsible for complying with these Official Rules, Terms and Conditions and all applicable laws. Sponsor reserves the right to amend these Rules, Terms and Conditions as necessary to ensure the fair execution of the Trade Promotion and compliance with all applicable regulations.

Each winner must disclose their social security number or other applicable tax identification number to Sponsor for tax purposes. Each winner must execute an affidavit of eligibility (or in Canada, a Declaration of Compliance), release of liability and (where legal) a publicity release, which must be returned within a time period specified in the notification letter, otherwise the prize may be forfeited and an alternate winner may be selected. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these rules. In the event the selected winner(s) of the prize are/is ineligible or refuse(s) the prize, the prize will be forfeited, and Sponsor may randomly select an alternate winner from remaining entries as outlined above. The laws of the State of Hawaii shall govern the Trade Promotion. All participants and winners agree, by their participation in the Trade Promotion, to submit to the personal jurisdiction of the courts of Hawaii and waive the right to contest personal jurisdiction.