

SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. Limit one (1) entry per person during the Entry Period.

BINDING ARBITRATION NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT IN SECTION 10 “ARBITRATION AGREEMENT”. THESE TERMS AFFECT YOUR RIGHTS WITH RESPECT TO ANY DISPUTE BETWEEN YOU AND SPONSOR AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. THE BINDING ARBITRATION AGREEMENT PROVISIONS DO NOT APPLY TO ENTRANTS WHO RESIDE IN JURISDICTIONS WHERE SUCH PROVISIONS ARE PROHIBITED BY LOCAL LAWS.

The “Win a Trip to the Cayman Islands” Sweepstakes (the “Promotion”) may only be entered in or from Canada (excluding Quebec) and entries originating from any other jurisdiction are not eligible for entry. This Promotion is governed exclusively by the laws of Canada. You are not authorized to participate in the Promotion if you are not located within Canada (excluding Quebec). Capitalized terms used in these Official Rules (“Official Rules”) have the meanings defined in these Official Rules.

1. Eligibility.

Participation is open only to legal residents of Canada (excluding Quebec) who have reached the legal age of majority in their province/territory of residence as of date of entry. Employees, officers, directors, representatives and agents of Cayman Islands Department of Tourism (“Sponsor”) and its affiliates, partners, advertising and promotion agencies, any agencies involved with administering the Promotion, manufacturers or distributors of Promotion materials and their immediate families (parents, children, siblings, spouse, grandparents, grandchildren) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter or win. Promotion is void where prohibited by law. Winning the prize is contingent upon fulfilling all requirements set forth herein. Subject to all applicable federal, provincial, territorial and municipal laws and regulations.

2. How to Enter.

To enter the Promotion, during the Entry Period (defined below), visit www.visitcaymanislands.com/winatrip and fill out all fields on the form found on the page and click ‘submit form’. Entry information and all information submitted in connection therewith shall be referred to as the “Submission.” Limit one (1) entry per person during the Entry Period. Multiple entrants are not permitted to share an email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified from the Promotion. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder of the email address associated with the winning entry.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; and (b) the Submission will not violate any

applicable laws nor infringe on any rights of any third parties. By entering the Promotion and submitting a Submission, each entrant: (i) grants to the Sponsor, in perpetuity, a world-wide, irrevocable, transferrable, sublicensable, and non-exclusive license to publish, display, reproduce, communicate to the public by telecommunication, make available, modify, edit and otherwise use his/her Submission, in whole or in part, for the purpose of administering the Promotion and for any other reason in Sponsor's sole discretion; (ii) waives all moral rights in and to his/her Submission in favour of the Released Entities (defined below); and (iii) agrees to release and hold harmless the Released Entities against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

Sponsor assumes no responsibility for any computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the entrants, or by any of the equipment or programming associated with or utilized in this Promotion; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion.

3. Agreement to Official Terms and Conditions. Sponsor's decisions are final and binding in all matters relating to this Promotion, including, but not limited to, interpretation and application of these Official Rules. By participating in this Promotion, entrants agree to abide by these Official Rules. Any entrant or winner who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED, THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE, THE ENTRANT HAS CORRECTLY ANSWERED THE SKILL TESTING QUESTION, AND THE ENTRANT HAS EXECUTED THE RELEASE (DEFINED BELOW).

4. Entry Period. The Promotion begins at 9:00 am ET on January 29, 2026, and ends at 11:59 pm ET on November 30, 2026 ("Entry Period").

5. Winner Selection. Before December 30, 2026, Sponsor will select one (1) potential winner in a random drawing from among all eligible entries received during the Entry Period. Sponsor is responsible for determining the winner in its sole discretion, subject to these Official Rules. All decisions made by Sponsor shall be final and binding. Odds of winning the prize depend on the total number of eligible entries received during the Entry Period.

The potential winner will be notified via the email address they provided at the time of entry by representative of the Sponsor. BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the potential winner(s) will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Release); and (b) may be required to sign and return a Declaration of Eligibility and Liability/Publicity Release (the "Release") within fourteen (14) days of prize notification. If the potential winner does not respond within fourteen (14) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if the potential winner does not correctly answer the skill-testing question, if the potential prize winner rejects his/her prize, if the potential prize winner fails to execute the Release or in the event of noncompliance with these Official Rules and requirements, such potential winner will be disqualified (and will forfeit the prize) and an alternate potential winner may be selected from all remaining eligible entries in accordance with the winner

selection method described above. Upon prize forfeiture, no compensation will be given. Sponsor, in its sole discretion, may limit the number of attempts to award the prize to two (2) attempts. In such case, if the prize winner cannot be confirmed after two (2) attempts, the prize will remain un-awarded.

6. Prize. There is one (1) prize (the “Prize”). The Prize consists of: (a) Two (2) Economy Class round-trip ticket(s) on any flight operated by Air Canada (including, flights operated under the Air Canada Express banner and operated by Air Canada Rouge) from the major Canadian airport served by Air Canada closest to the winner’s place of residence to Cayman Islands (GCM); (b) Seven (7) night stay in a deluxe room at the Grand Cayman Marriott Resort for two (2) people; (c) a round of golf for two (2) at North Sound Golf Club in Grand Cayman, Cayman Islands.

The trip must take place between January 11, 2027 and December 7, 2027. The total approximate retail value of the prize is \$11,515 CAD based on a Toronto hypothetical departure city. Reservations are subject to availability. Availability of tickets is limited for each flight, as some flights may already be booked and consequently have no seats available. Travel and hotel accommodation must be reserved through Sponsor or otherwise as directed by Sponsor, in its sole discretion. If the winner wishes to travel alone, airline tickets for the Guest will be forfeited. No refund or compensation will be made in the event of the cancellation or delay of any flight. In order to partake in the Prize, the Guest must (i) sign and return a copy of the Release within fourteen (14) calendar days of Guest’s receipt of the Release and (ii) have reached the legal age of majority in his/her province/territory of residence unless winner is such Guest’s parent or legal guardian. Winner and his/her Guest must travel on the same itinerary. No refund or compensation will be provided in the event winner chooses to travel without a guest.

Winner and guest will abide by and be subject to these Official Rules and the terms and conditions set forth in the passenger ticket contract. Sponsor’s flight schedules are subject to change without notice. Winning tickets cannot be combined with any other offer or promotional fare. Once a booking has been confirmed, no changes are permitted. If a booking is cancelled by the winner, no alternative tickets will be issued and the prize will be deemed to have been forfeited without payment of any compensation or refund.

All expenses and costs not expressly stated in the prize description above, including but not limited to meals, tips, incidentals, passenger tariffs or duties, surcharges, airport fees, baggage fees, service charges or facility charges, personal charges at lodging, security fees, visa, passport and insurance requirements, medical testing, and/or healthcare services, provincial, territorial, federal or municipal taxes of any kind, or other expenses are solely the responsibility of winner and Guest. Neither winner nor Guest is entitled to frequent flyer miles in connection with the prize. Winner and Guest must each have a valid passport as of the date of departure. Guest must travel on the same flights on the same date as the winner and must execute a Release and return it prior to issuance of travel documents in order to accompany winner on trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Terms and conditions of all tickets apply. Specific seat locations will be determined by Sponsor in its sole discretion. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and Guest will be solely responsible for obtaining valid identification (including but not limited to passports) relating to acceptance and use of the prize. Actual value of prize may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Sponsor is not liable for any loss or damage caused by incomplete or missing travel documentation.

No transfer, refund, substitution or replacement of prize permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). Any portion of the prize not accepted or unclaimed and/or unused by winner will be forfeited.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the one (1) prize will be awarded.

Flight Terms and Conditions include:

By entering the Contest, each eligible entrant acknowledges and agrees that the Contest is in no way sponsored, endorsed, administered by, nor is associated with Air Canada or any of its subsidiaries and affiliates, and that Sponsor is fully responsible for the conduct and administration of the Contest, including the selection of winner(s) and the distribution of prizes.

The AC Prize must be accepted as awarded and may be used for products and services of Air Canada or of its subsidiaries and affiliates, as applicable, in accordance with and subject to all the relevant terms and conditions applicable at the time of redemption, including [Air Canada's General Terms and Conditions of Carriage](#)

AC Prize winners and their guest(s) are responsible for any and all costs, surcharges, fees, charges, expenses and taxes not expressly described herein including, without limitation, ground transportation, including to and from the departure point, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment, costs incurred to and from departure point, (as the AC Prize originates and terminates at such departure point), obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas, and complying with entry, health, safety, customs and immigrations regulations and requirements. These requirements are subject to change without notice.

Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program.

AC Prize winner understands and acknowledges and will ensure that their guest(s) understands and acknowledges the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.

No changes permitted to reservations once date of travel is confirmed and tickets have been issued. The following blackout dates apply during which flights cannot be booked:

- 22 February 2027 to 14 March 2027
 - 24 March 2027 to 31 March 2027
 - 17 June 2027 to 06 September 2027
 - 08 December 2027 to 09 January 2028
- Blackout dates are subject to change without notice.

AC Prize is not transferable, not upgradeable, not refundable, and not redeemable for cash nor valid on Air Canada Vacations packages. Stopovers and multi-city itineraries are not permitted.

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By entering the Contest, each eligible entrant further covenants and agrees to keep harmless and to release from liability Air Canada, its subsidiaries and affiliates, and each of their respective officers, directors,

employees, agents, representatives, subcontractors and affiliates with respect to any claims or actions, losses, fines or legal costs which arise, directly or indirectly in connection with the Contest and the administration thereof, the Contest Prize and any related activity.

Accommodation Terms and Conditions include

What's not included:

- Airport transfers from GCM airport to hotel are not included
- Gratuities for bell person, housekeeping, nor service staff at restaurants
- All incidentals are not included, and incidentals may include alcohol, food, beverages, gift shop shopping, activities, Grab & Go kiosk or outlets, credit card or bank fees or tours. Credit Card must be submitted at the time of booking.
- Winner must have a valid passport outside of 6 months of expiration
- The following blackout dates apply to which hotel reservations cannot be booked:
 - November 1, 2026 – April 30, 2027.
- Any additional terms and conditions.

Prize Details:

- Booking instructions- email directly our reservations team at reservations@thesummerhouseexperience.com with a digital copy of the certificate to reserve your room, physical copy of the certificate must be presented upon check in.

6.a. Waiver. By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotions agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death that may occur in connection with, preparation for, travel to, or participation in this Promotion, or possession, acceptance and/or use or misuse of the prize or participation in any Promotion-related activity. TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ELEMENT OF THE PRIZE OR ANY OTHER ASPECT OF WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

7. Conditions. Acceptance of the prize constitutes winner's permission for Sponsor and its agents to use his/her name, address (city and province/territory), likeness, photograph, picture, portrait, voice, biographical information and/or any statements regarding the Promotion and/or Sponsor for advertising and promotional purposes without further notice or additional compensation, except where prohibited by law.

8. Additional Terms. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) 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 connection with this Promotion. 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, acts of terrorism or any other causes beyond Sponsor's reasonable control.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. No facsimile, mechanically reproduced, altered or forged entries permitted.

Sponsor reserves the right to cancel, terminate, modify, extend or suspend this Promotion should 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 winner 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. 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. If, for any reason, all or a portion of the Promotion is not capable of running as planned, Sponsor may void any suspect entries and/or (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize in accordance with the winner selection process described above. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Promotion related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP 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. THIS PROMOTION IS INTENDED FOR PARTICIPATING IN CANADA (EXCLUDING QUEBEC) ONLY SHALL BE CONSTRUED ONLY ACCORDING TO CANADIAN LAW.

9. Limitation of Liability; Disclaimer of Warranties. ENTRANTS, WINNER AND GUEST AGREE TO RELEASE AND HOLD HARMLESS THE RELEASED ENTITIES FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH THAT MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE PROMOTION, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY, AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, MISAPPROPRIATION, FALSE ASSOCIATION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, BREACH OF CONTRACT, AND/OR MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE RELEASED ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF ANY PROMOTION-RELATED WEBSITE, APP, PRIZE AND/OR THE PROMOTION, AND DOWNLOADING FROM AND/OR

PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPS ASSOCIATED WITH THE PROMOTION.

WITHOUT LIMITING THE FOREGOING, THIS PROMOTION, ANY PROMOTION-RELATED WEBSITE, AND THE PRIZE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE RELEASED ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE PROMOTION OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF A PRIZE TO TRAVEL AS SCHEDULED DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE RELEASED ENTITIES.

10. Arbitration Agreement.

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.

IF YOU ARE A RESIDENT OF ALBERTA OR ONTARIO, THIS SECTION 10 DOES NOT APPLY TO YOU.

Informal Negotiations. Sponsor and entrant shall first attempt to resolve any and all claims or controversies (each a “Dispute”) relating to these the Promotion, the Prize and all matters relating to or arising from these Official Rules informally for at least 30 days before initiating arbitration. The informal negotiations begin upon receipt of written notice from one party to the other (“Notice of Dispute”). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the Dispute; and (c) set forth the specific relief sought. Sponsor will send its Notice of Dispute to the Entrant’s email or social media account entrant used to enter the Promotion. Entrant will send its Notice of Dispute to: hello.canada@caymanislands.ky

We Both Agree to Arbitrate. This binding individual arbitration section will not apply to the extent prohibited by the laws of entrant’s jurisdiction of residence. To the fullest extent allowed by applicable law, if we cannot resolve our dispute through information negotiations, Sponsor and entrant agree to exclusively submit and resolve any and all Disputes through final and individual, binding arbitration. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. Entrant understands that there is no judge or jury in arbitration and that court review of an arbitration award is limited. Either party may also seek relief in a small claims court for any individual disputes or claims within the scope of that court’s jurisdiction. In addition, if Entrant or Sponsor bring a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, then the other of us can ask the court to force the other party to bring and initiate proceedings through to arbitration to resolve the claim (i.e., compel arbitration). Sponsor may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

The Arbitration Process. A party electing, or directed by a court to, arbitration shall initiate proceedings by filing an arbitration demand with the Canadian Arbitration Association (“CAA”) in accordance with the Canadian Arbitration Association Expedited Arbitration Rules (“CAA Rules”), as modified by these Terms, and effective as of the date of the formal initiation of proceedings. The CAA Rules are available at: <https://canadianarbitrationassociation.ca/>. Arbitration fees and costs shall be governed by the CAA Rules. Arbitration hearings may be conducted by videoconference unless the arbitrator believes an in-person hearing is necessary. In such instances, the location of an arbitration hearing will be decided pursuant to the CAA Rules. In addition, Sponsor and Entrant agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration may be conducted, at the option of the party seeking relief, based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party; (d) the arbitrator must follow applicable law as specified in these Terms; and (e) the decision of the arbitrator shall be final and binding on Entrant and Sponsor and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator rules in entrant’s favor on the merits of any claim entrant brings against Sponsor and issues entrant an award that is greater in monetary value than Sponsor’s last written settlement offer made before Sponsor makes its final written submissions to the arbitrator, then Sponsor will: (i) pay the arbitration award; and (ii) reimburse the arbitration fees that entrant paid to the (“CAA”).

30 Day Right to Opt Out. Entrant has the right to opt-out and not be bound by the arbitration agreement in this Section 10 by sending written notice of your decision to opt-out to the following email address: hello.canada@caymanislands.ky, using the subject line “Arbitration Opt-Out.” The notice must be sent within thirty (30) days of the date on which entrant submits an entry to the Promotion; otherwise Entrant shall be bound to arbitrate disputes in accordance with the terms of this Section 10. If Entrant opts out of these arbitration provisions, Sponsor also will not be bound by them.

No Class Actions. To the fullest extent allowed by applicable law, Sponsor and Entrant agree that each party may only bring a claim against each other on an individual basis and not as a plaintiff or class member in any purported class action, collective action or class arbitration. That means: (a) neither Sponsor nor Entrant can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action; (b) an arbitrator cannot combine more than one person’s claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless Sponsor and Entrant both agree to change this); (c) an arbitrator’s decision or award in one person’s case can only impact the person who brought the claim, not other entrants, and cannot be used to decide other disputes with other entrants.

Enforceability. If any provision in this Section 10 (Arbitration Agreement) is found to be unenforceable, that provision shall be severed with the remainder of this Section 10 remaining in full force and effect. The foregoing severance provision shall not apply to the prohibition against class or collective actions. This means that if a court decides that the subsection above, “No Class Actions”, is not enforceable or valid, then the entirety of this Section 10 (Arbitration Agreement) will be null and void, but the rest of the Official Rules will still apply.

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Subject only to section 11, any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Canadian Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Toronto, Ontario.

11. Governing Law

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENTRANT'S PROVINCE OR TERRITORY OF RESIDENCE AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

Except where prohibited, all entrants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (2) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Use of Data. Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.visitcaymanislands.com/en-ca/privacy-policy. By participating in the Promotion, entrants hereby agree to Sponsor's collection, usage and disclosure of their personal information in connection with this Promotion, and acknowledge that they have read and accepted Sponsor's privacy policy. Entrants will have the opportunity to opt-in and consent through an empty check-box to receive destination information from the Sponsor via e-mail. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

13. Winner's Name; Official Rules. To obtain the winner's name and/or a copy of these Official Rules, send an email by June 30, 2027 to hello.canada@caymanislands.ky subject line: **Win a Trip to the Cayman Islands.**

14. Sponsor. Cayman Islands Department of Tourism, PO Box 30027, King Street PO, Toronto, ON, M5V 0A3.

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