

High Performance Travel Contest GiveAway

1. Introduction: High Performance Cruise & Travel and HighPerformanceTravel.com are offering the Online Contest ("Contest"). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

2. Eligibility: Entrant must be [18 years of age] as of [October 26, 2006] and a legal resident of the 50 United States and the District of Columbia. Employees of Sponsor(s), the Sponsor's parents, subsidiaries, affiliated companies, and agents and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible.

3. Timing: Contest begins at 12:00:01 a.m. E.T. on 1 st of the month and ends at 11:59:59 p.m. E.T. on the last day of the month.

4. How to Enter: Subscribe to HighPerformanceTravel.com's E-Deals by opting through website to currently receive our promotional advertising. More than one entry from any person or email address will void all entries from that person or email address. Once registered, you will remain entered to win each consecutive month as long as the email address on file remains valid, once your email is returned to HighPerformanceTravel.com, your entry will be voided.

5. Judging Criteria: Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Prize winners will be selected by equal measure. The contest will take place under the supervision of Sponsors. Participants agree to be bound by these rules and the decision of the judges, whose decisions are final. Potential winners will be notified by email or mail by the first day of the following month. If a potential winner cannot be contacted within fourteen (14) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place from all entries received.

6. Prizes: The following prizes will be awarded:
One winner will receive a \$100 Travel Gift Certificate from High Performance Cruise & Travel.

Total Approximate Retail Value of All Prizes: Sponsor(s) are not responsible for lost or mutilated prizes and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor(s) in the event that the prize cannot be awarded for any reason, in which case, Sponsor(s) will substitute a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

7. Other Terms and Conditions: All entries must be original, may not have been won previous prizes and must not infringe on any third party rights. Submission of entry constitutes entrant's consent (or that of their parent/legal guardian should they be a minor in their state of residence) to irrevocably assign to Sponsors any and all rights to their entry including, but not limited to, intellectual property rights. Potential winners and any guests who will share in the prize will each be required to sign and return an Affidavit of Eligibility, Liability Release, and where lawful, a Publicity Release, within fourteen (14) days of notification, failing which the potential winner will be disqualified and another winner selected in the place of the disqualified person at random from all entries received. If any prize or prize notification is returned as nondeliverable, the potential winner will be disqualified and another potential winner will be selected in the original potential winner's place. By accepting the prize, the winner agrees that the Sponsor(s) and those acting under the Sponsor's authority, may use winner's name, picture/portrait likeness and/or voice, for advertising and promotional purposes without further consideration, unless prohibited by law. **BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT THE SPONSOR(s), [ITS/THEIR] SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.** Subject to all federal, state and local laws. Void where prohibited.

8. Miscellaneous: All entries become the sole property of Sponsor(s) and none will be returned. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the email address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor(s) with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor, including but not limited to lack of participation or eligible entrants to conduct as described in Rules, and/or acts which may corrupt or affect the administration, security, fairness, integrity, or

proper conduct of the Contest, Sponsor(s) reserve(s) the right in [its/their] sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor(s) [is/are] not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor(s) on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. Sponsor(s) [is/are] not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR(S) RESERVE(S) THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Winners List:** A complete list of prize winners will be available sending a stamped self-addressed envelope after December 1, 2006 to 2445 South Ridgewood Ave., South Daytona, FL 32119.

10. **Sponsor(s):** High Performance Cruise & Travel and HighPerformanceTravel.com.