

OFFICIAL RULES
The Breakers Sweepstakes
Sponsored by
The Breakers Palm Beach, Inc.

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, PROVINCIAL OR STATE LAWS AND REGULATIONS. OPEN TO PERMANENT LEGAL RESIDENTS OF THE UNITED STATES AND CANADA (EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC) WHO ARE AT LEAST 21 YEARS OF AGE OR OLDER.

Participation constitutes entrant's full and conditional agreement to and acceptance of these Official Rules. The Breakers Sweepstakes commences on 12:00:01 AM Eastern Time ("ET") on July 21, 2011 and ends at 11:59:59 PM ET on October 21, 2011 (the "Promotion Period"). All Entries (as defined below) must be received by 11:59:59 PM ET on October 21, 2011. Entries received after the expiration of the Promotion Period will not be accepted.

The Promotion shall be administered by Cendyn, Inc. ("Administrator") and sponsored by The Breakers Palm Beach, Inc. ("Sponsor") (collectively the "Sponsor Entities").

Eligibility:

Open only to permanent legal residents of the United States and Canada (excluding residents of the Province of Quebec) who are at least 21 years of age or older at the time of entry. VOID ELSEWHERE AND WHERE PROHIBITED. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor Entities, and each of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the "Promotion Entities") are not eligible to enter the Promotion or win the Grand Prize.

How to Enter:

Go to www.thebreakersdreamvacation.com ("the "Website") during the Promotion Period to register for the Promotion by following the on-screen instructions to: (a) register with Sponsor by completing all required fields contained on the Website ("Registration"); and (b) electronically agree and accept these Official Rules (collectively, the "Entry"). Limit one (1) Entry per person ("Promotion Entrant"), during the Promotion Period. Sponsor reserves the right to disqualify any person or e-mail address that submits more than one Entry per Promotion Period. Any Promotion Entrant who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to enter the Promotion in violation of these Official Rules may be disqualified by Sponsor in its sole discretion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Entries made by, or associated with, the applicable Promotion Entrant. In the event of a dispute over who submitted an Entry, the authorized subscriber of the e-mail account provided in connection with the Entry, as of the actual time of entry, will be deemed to be the Promotion Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected, or potential winning "authorized account subscriber" may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the applicable Entry. Sponsor and Administrator are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected, Entries. Sponsor will not confirm receipt of Entries.

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Prizes:

Prize winners will be randomly drawn from among all eligible Entries received.

Grand Prize: One (1) Grand Prize will be awarded. The Grand Prize consists of a luxury dream vacation at The Breakers in Palm Beach, Florida USA. (ARV \$5,000 USD) that includes: Three (3) Night Stay in a Luxurious Signature Oceanfront Room, based on double occupancy. Plus, Welcome Amenity (one (1) The Breakers Chocolate Sculpture), Continental Breakfast Buffet for two, Complimentary tennis court fees for two, Complimentary Greens Fees for two on either The Breakers Ocean Course or Rees Jones® Course, Spa & Fitness Admission for two (excluded services), Daytime Beach Bungalow for two, Valet Parking for one (1) car.

Prize redemption: Valid November 1, 2011 – October 31, 2012, subject to availability at time of reservation. Blackout Dates: November 23 – 26, 2011; December 18, 2011 – January 2, 2012; February 15, 2012 – April 8, 2012.

Second Prize: One (1) Second Prize will be awarded. The Second Prize consists of luxury vacation at The Breakers in Palm Beach, Florida USA. (ARV \$1,500 USD) that includes: Two (2) Night Stay in a Luxurious Deluxe Room, based on double occupancy. Plus, Welcome Amenity (one (1) The Breakers Chocolate Sculpture), Continental Breakfast Buffet for two.

Prize redemption: Valid November 1, 2011 – October 31, 2012, subject to availability at time of reservation. Blackout Dates: November 23 – 26, 2011; December 18, 2011 – January 2, 2012; February 15, 2012 – April 8, 2012.

Third Prize: Five (5) Third Prizes will be awarded. The Third Prize consists of a \$100 USD Breakers Gift Card. Gift card cannot be redeemed for cash. Gift card does not expire and is non-refundable. Gift Card cannot be replaced if lost or stolen

All travel arrangements must be made by Sponsor's agent. Winner must arrange travel at least 30 days in advance. Winner and Travel Companion are responsible for obtaining all necessary travel documentation, including but not limited to a valid passport for transportation between Canada and the United States, if necessary. If the Winner and/or Travel Companion is denied entry or reentry into the originating country, then the Prizes will be forfeited, in whole or in part, and Sponsor will not be responsible for any additional expenses incurred. All other expenses not specifically identified in these Official Rules are the sole responsibility of the Prize winner. Except where prohibited, a Promotion Entrant eligible to win the Prize will be required to execute an Affidavit/Declaration of Eligibility, a Liability Release, and a Publicity Release ("Affidavit/Declaration and Release"). The travel companion of the Prize winner must be 21 years of age or older and must also sign a Liability and Publicity Release. Travel changes will not be accepted after reservations have been booked. The Promotion Entities, and their respective parents, subsidiaries, franchisees, divisions, affiliates, suppliers, distributors, advertising and promotional agencies, as applicable, and their respective officers, directors, shareholders, members, employees, agents, successors and assigns, and all others associated with the development, promotion, involvement and execution of this Promotion Entities, are not responsible if the Prize, or any part thereof, cannot be awarded due to travel cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control, and shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), or other transportation companies or any other persons providing any of these services and

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accommodations. The Promotion Entities will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Prize winners or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse the Prizes or any portion thereof.

For Canadian Residents Only: Before being declared a winner of any kind, Canadian Residents must correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by Sponsor or its designated agent by telephone or mail within the time specified by Sponsor. In the event that the potential Winner cannot successfully complete the skill-testing question within the time specified by the Sponsor, then this will result in the disqualification of the potential Winner and an alternate Winner will be selected

All federal, state, provincial and local taxes, fees and other expenses not specified herein are the responsibility of the Prize Winners. Promotion Entities are not responsible for any federal, state, provincial, or local taxes Winners may incur in connection with the awarding of the Prizes. For US Residents Only: Sponsor Entities may be required to advise the United States Internal Revenue Service of the value of the Prizes awarded is responsible for permitting proper filing and the issuance of an IRS Form 1099.

Prizes Drawing:

The potential Prize Winner will be selected in a random drawing to be held on or about October 21, 2011 from all valid Entries received during the Promotion Period and will be notified within thirty (30) days of the drawing date via email, phone or certified mail. If for any reason the potential Prize Winner cannot be reached after reasonable attempt has been made, in the sole discretion of Sponsor, the Prize will be awarded to an alternate winner selected by random drawing among remaining eligible Entries.

The number of eligible Entries received during the Promotion will determine the odds of winning the Prizes.

General:

Promotion Entrants agree to these Official Rules and to all decisions of Sponsor or Administrator, which are final and legally binding in all respects, and further agree that Prize is awarded upon the condition that the Promotion Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents shall have no liability whatsoever and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prizes, participation in this Promotion, and participation in any Promotion-related activities. As a condition of participating in this Promotion and winning a Prize, Promotion Entrants agree that (1) under no circumstances will Promotion Entrant be permitted to obtain awards for, and Promotion Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, (2) all causes of action arising out of or connected with this Promotion, or Prize awarded, shall be resolved individually, without resort to any form of class action and shall be resolved exclusively by arbitration under the rules of the American Arbitration Association; and (3) 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 attorney's fees.

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Any personal information collected will be used by Sponsor Entities solely to administer this Promotion and will not be used or disclosed for any other purpose without the consent of the applicable Promotion Entrant unless required by law. By entering this Promotion, each Promotion Entrant agrees that Sponsor and Administrator have the right to contact Promotion Entrant by telephone, email or regular mail as contemplated by these Official Rules.

Sponsor reserves the right, in its sole discretion to cancel, terminate or suspend this Promotion, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, integrity or security of the Promotion (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming of the Website or any portion thereof). The Sponsor Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet or the Website or any combination thereof, lost network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by technical or human error which may occur and/or which may damage a user's system or limit a Promotion Entrant's ability to participate and/or redeem the Prize in the Promotion. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Promotion, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Promotion. Caution: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PROMOTION ENTRANTS TO THE FULLEST EXTENT OF THE LAW.

The laws of the State of Florida shall exclusively govern the Promotion. By accepting the Prize winners agree that Sponsor may use each Winner's name, likeness or photograph, without limitation, for promotional purposes without further consideration or payment, where permitted by law. The Prize is not transferable. No cash or other substitutions allowed except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised Prize becomes unavailable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that this Promotion is challenged by any legal or regulatory authority (including but not limited to any federal or provincial or state governmental authority), Sponsor reserves the right to discontinue or modify the Promotion, as applicable, or to disqualify any Promotion Entrants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any Promotion Entrants who are disqualified due to such an action.

Request for Name of Prize Winner and Official Rules: For the name of the Prize Winner and/or Official Rules send a self-addressed stamped envelope to: The Breakers Sweepstakes, 1515 N. Federal Highway, Suite 419, Boca Raton, Florida 33432 USA. Winners list will be sent out after October 21, 2011. Residents of Vermont and Canada may omit return postage.

Sponsor: The Breakers Palm Beach, Inc. One South County Road, Palm Beach FL 33480