

## BERMUDA DEPARTMENT OF TOURISM POINTS OF LIGHT PROGRAMME TERMS AND CONDITIONS

Consultant as Independent Contractors. Nothing in this Agreement implies any employment or joint venture relationship between Tourism and Consultant. Consultant will at all times be acting as an independent contractor, and neither Consultant nor Tourism will at any time have the power to obligate or bind the other in any manner whatsoever, except to the extent provided herein.

**Confidentiality:** Both Tourism and Consultant acknowledge that either Party may acquire confidential information concerning the other Party or the other Party's clients pursuant to the provisions of this Agreement, and hereby agree that they shall not use any such information for any purpose, except as otherwise expressly permitted hereunder. Consultant further agrees not to disclose or provide any such information to any third party and to take all necessary measures to prevent any such disclosure.

**Proprietary Information:** Tourism hereby grants Consultant the non-exclusive, non-transferable right to use all promotional information provided by Tourism, including but not limited to Tourism literature, logos and trademarks (together - "Proprietary Information") solely in connection with the promotion, marketing and sale of travel to Bermuda by Consultant during the term of this Agreement. Tourism reserves the right to approve the manner in which such proprietary information is used and Consultant will promptly comply with all of Tourism's directions regarding its proprietary information. Consultant will not use any Proprietary Information for any other purpose, nor will it use Proprietary Information as part of its corporate or trade name. Points of Light Consultant recognizes Tourism's exclusive ownership of and title to Proprietary Information and agrees that its use of Proprietary Information under this Agreement or otherwise will not entitle it to any proprietary rights to such information.

**Delivery of Reports, Notices and Redemption Forms:** All reports, notices and redemption forms under this Agreement shall be delivered by mail, overnight courier or confirmed facsimile transmission to the Points of Light Manager, Bermuda Department of Tourism, 675 Third Avenue, New York, NY 10017. Forms may also be submitted via fax to 212-983-5289. Information may be submitted electronically to [Pointsoflight@bermudatourism.com](mailto:Pointsoflight@bermudatourism.com).

Guest must visit Bermuda and stay in the named licensed Bermuda property. If any guest cancels a reservation or does not stay in a licensed property, the Guest's booking is voided and no payment is due. Only hotel stays are eligible for the incentive. Vacation home rentals, cruise visits and stays with friends and relatives do not count towards the incentive.

Guest bookings must be made by a Consultant during the booking period defined in the confirmation block below. The booking period may not exceed one (1) year. Guests' travel may occur up to one (1) year after the booking period.

Consultant may earn more than one incentive during the programme period. However, only one incentive will be earned per group stay in Bermuda. The incentive cannot be assigned or transferred to another Points of Light Consultant.

All entries are subject to verification by Tourism and the Bermuda properties. Fraudulent entries will be voided and Consultant will be disqualified from the programme, in addition to any other remedy Tourism may have.

Decisions on the validity of submissions and payment of any incentives are made by Tourism, which decisions are final and binding.

Upon receipt of confirmation, Tourism will issue the payment out of the New York office to the Consultant in US dollars.

Consultant acknowledges that travel must occur and be verified prior to any payment being made.

Requests for incentive payment should be made on an official redemption form or facsimile thereof. Forms should be submitted to the Points of Light Manager.

Redemption forms missing required information will be considered void and not eligible for incentive.

Tourism does not assume responsibility for late, illegible, incomplete, postage due, misdirected entries, downed e-mail servers or fax machines, or mail.

Neither Tourism nor Consultant assumes responsibility or liability for damages, losses or injuries resulting from or participation in this programme or acceptance of any incentive.

Consultant may be required to sign an affidavit of eligibility, liability release and publicity release prior to receiving any incentive payment.

The Points of Light programme is subject to all Federal, State, and local laws and is void where prohibited. Consultant is responsible for reporting the receipt of any incentive, and is liable for payment of any required income or other taxes.

Tourism assumes no liability for delay in issuing incentive cheques due to inability to confirm booking information from the Bermuda property, or from any circumstances beyond its reasonable control.

**Terms:** This Agreement will be in effect for one (1) year from the date of signature, and can be extended for additional periods by the mutual assent of both Parties. However, either Party may cancel without cause on thirty (30) days written notice to the other.

**Termination of Relationship:** Either Party may, immediately upon notice, terminate its obligations hereunder, if at any time the other Party fails to fulfill any of its obligations and commitments as stated in this Agreement.

**NOT Eligible for Points of Light Programme:** Tourism staff and their immediate family members, for-profit organizations, Tour Operators, Travel Agents, Destination Management Companies, incentive travel companies or individuals, professional meeting planners, event coordinators, employees of Tourism's advertising agencies and vendors (and their staff) and individuals employed by Bermuda hotels, either in Bermuda or sales or corporate offices overseas, are not eligible.

