

## **NO PURCHASE REQUIRED TO ENTER OR WIN**

### **1. Eligibility:**

The Triton Overseas Transport, Inc. and "Evening Out with the Astros" (the "Promotion") is open only to residents of the fifty (50) United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees of Triton Overseas Transport, Inc. and its respective related companies, parents, subsidiaries, affiliates, and any other suppliers or agencies involved with the promotion, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

### **2. Sponsor:**

The Promotion is sponsored and administered by Triton Overseas Transport, Inc., 3340 Greens Road Bldg A, Suite 410, Houston, Texas 77032 (the "Sponsor" or "Administrator").

### **3. Agreement to Official Rules:**

By participating in the Promotion, entrant warrants that he/she fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry Period:** The Promotion begins March 12, 2007 at 12:00 p.m. Eastern Time ("ET"), and ends at 11:59 a.m. ET, September 6, 2007 (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

### **5. How to Enter:**

There are two (2) ways to enter the Sweepstakes.

**A. Purchase Triton Overseas Transport, Inc. services between March 12, 2006 and September 6, 2006 for every booking purchased you receive an entry for your chance to win a Prize in this Sweepstakes.**

**B. NO PURCHASE NECESSARY.** To obtain a randomly selected entry, contest rules and Prize Claim Form without purchasing Triton Overseas Transport, Inc.'s services, send a self-addressed envelope bearing sufficient postage to: Triton Overseas Transport, Inc. "Evening Out with the Astros Winner List/Rules Request," c/o Triton Overseas Transport, Inc., 3340 Greens Road Bldg A, Suite 410, Houston, Texas 77032, U.S.A. A single, randomly selected entry and a copy of the contest rules and Prize Claim Form will be returned in each self-addressed, postage paid envelope received, while supplies last. Only one request can be made per individual per day. Requests should be mailed before September 14, 2006 to the above address for timely processing and return. Residents of AI only need not affix return postage.

### **6. Drawings:**

Administrator's decisions as to the selection of the potential winners are final and binding. At any time during the Promotion Period Administrator will select the name of one (1) potential winner in a random drawing of all eligible entries received during each Entry Period. There are One Hundred and Seventy-five (175) days in the Promotion Period. Administrator will conduct ten (10) random drawings throughout the Promotion Period, one for each prize listed below. Non-winning entries will carry over into subsequent drawings. The timing of the drawing for any particular prize will be determined at random. The potential winners will be notified by email instructing them on the winner verification and prize redemption process. The odds of winning a prize in any drawing depend on the number of eligible entries received for that drawing.

### **7. Requirements of Potential Winners:**

Potential winners must continue to comply with these Official Rules and winning is contingent upon fulfilling all requirements of these Official Rules. Each potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator, within fifteen (15) days of the date notice or attempted notice is sent, an affidavit of eligibility and liability/publicity release (except if prohibited) in order to claim their prize and fulfill any such other requirements as determined by Administrator. If a potential winner fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period the potential winner forfeits the prize. In the event that a potential Prize winner is disqualified for any reason, Administrator will select an alternate winner in a random drawing from among all remaining eligible entries, up to three (3) alternate drawings. All other unclaimed prizes will not be awarded. If all potential alternate winners are disqualified for any prize, no further drawings will take place and that designated prize will not be awarded. Prizes will be fulfilled 1-4 weeks after the end of the Promotion Period.

### **8. Prizes:**

TEN (10) PRIZES: Two (2) days and one (1) night accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and VIP package. VIP package includes: two (2) tickets to a Houston Astros Game (seat location determined by Sponsor in its sole discretion), dinner for two (2) at a Houston, Texas area restaurant (restaurant location determine by Sponsor in its sole discretion). No refund or compensation will be made in the event of the cancellation. Accommodations are subject to availability. All expenses and incidental

travel costs not expressly stated in the package description above, including but not limited to, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the responsibility solely of winner. Unless child of winner, travel companion must be 18 years of age or older as of the date of check at the hotel. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, vouchers or certificates. Sponsor is not responsible if any 2006 Houston Astros game or event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$500.00. Actual value may vary based on hotel availability.

**For all prizes:** Terms and conditions apply on gift certificates. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$5,000.00. Limit: One (1) Promotion prize per person.

#### **9. Publicity:**

Except where prohibited, participation in the Promotion constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration.

#### **10. Privacy:**

Information collected from entrants is subject to Triton Overseas Transport, Inc.'s [Privacy Policy](#).

#### **11. General Conditions:**

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) 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 (b) award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, 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. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address indicated when registering a screen name will be deemed to be the entrant. The "authorized account holder" is the natural person assigned 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. A potential winner may be required to show proof of being the authorized account holder.

#### **12. Release and Limitations of Liability:**

Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless Triton Overseas Transport, Inc. and its parents, subsidiaries, affiliates, and any suppliers or agencies involved in the promotion, and their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion; provided that if it is not possible to award another entry due to discontinuance of the Promotion for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

#### **13. Disputes: Entrant agrees that:**

(i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes

awarded, other than those concerning the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Texas (Houston Division) or the appropriate Texas State Court located in Harris County, Texas; (ii) 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 attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**14. Promotion Results and Official Rules:** For a list of winners receiving a prize valued at \$25 or more and/or a set of the Official Rules, send a self-addressed stamped envelope to Triton Overseas Transport, Inc. "Evening Out with the Astros Winner List/Rules Request," c/o Triton Overseas Transport, Inc., 3340 Greens Road Bldg A, Suite 410, Houston, Texas 77032, U.S.A. Requests must be received by December 31, 2007. Vermont residents may omit return postage.