

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Junk Fax Prevention Act of 2005	)	CG Docket No. 05-338
	)	
Rules and Regulations Implementing the Telephone	)	CG Docket No. 02-278
Consumer Protection Act of 1991	)	

**TCPA Plaintiffs' Comments on Unique Vacations, Inc.'s Petition Concerning  
the Commission's Rule Requiring Opt-Out Notices on Fax Advertisements**

Undersigned counsel represent the plaintiff in a private TCPA action against petitioner Unique Vacations, Inc. ("UVI"),<sup>1</sup> as well as 12 other petitioners<sup>2</sup> challenging the regulation requiring opt-out notice on fax advertisements sent with "prior express invitation or permission."<sup>3</sup> The Consumer and Governmental Affairs Bureau sought comments on UVI's petition August 29, 2014.<sup>4</sup>

UVI's petition argues prominently that UVI's faxes contained "effective" opt-out notice, but it fails to mention that Plaintiff in the underlying TCPA action tried at least twice to opt out using the instructions on UVI's faxes, and UVI responded by sending Plaintiff at least 31 additional fax advertisements. UVI did not stop sending Plaintiff fax advertisements until after Plaintiff filed a class-action lawsuit against it under the TCPA. UVI's notice was demonstrably *ineffective*.

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<sup>1</sup> See *Petition for Declaratory Ruling and/or Waiver of Unique Vacations, Inc.*, CG Docket Nos. 02-278, 05-338 (August 20, 2014).

<sup>2</sup> See *Petitions of Staples, Inc./Quill Corp.* (July 19, 2013); *Forest Pharms., Inc.* (July 24, 2013); *Gilead Sciences, Inc.* (Aug. 9, 2013); *Douglas Paul Walburg & Richie Enters., LLC* (Aug. 19, 2013); *Purdue Pharma L.P.* (Dec. 12, 2013); *Prime Health Servs., Inc.* (Dec. 17, 2013); *TechHealth, Inc.* (Jan. 6, 2014); *Crown Mtg. Co.* (Mar. 11, 2014); *Masimo Corp.* (Apr. 1, 2014); *Best Buy Inc.* (Apr. 7, 2014); *Stericycle, Inc.* (June 6, 2014); *American CareSource, Inc.* (June 30, 2014).

<sup>3</sup> 47 C.F.R. § 64.1200(a)(4)(iv).

<sup>4</sup> See *Consumer & Governmental Affairs Bureau Seeks Comment on Petitions Concerning the Commission's Rule on Opt-out Notices on Fax Advertisements*, CG Docket Nos. 02-278, 05-338 (Aug. 29, 2014).

The Commission may make credibility determinations in deciding the petitions,<sup>5</sup> especially since they seek judicially binding “waivers,”<sup>6</sup> and an applicant for a waiver from agency enforcement under Commission Rule 1.3 “faces a high hurdle even at the starting gate”<sup>7</sup> and must “plead with particularity the facts and circumstances” justifying the departure from the rules.<sup>8</sup>

### **Factual Background**

Many of the facts are unknown, since the underlying TCPA action was filed only two months ago and UVI does not discuss its faxing in its petition. Nevertheless, the Complaint (attached as Exhibit 1) alleges that in February 2013, UVI sent Plaintiff a fax advertising “Luxury Included® Vacation” packages.<sup>9</sup> The fax is attached to the Complaint as Exhibit A. Plaintiff did not give UVI permission to send the fax.<sup>10</sup> Fine print on the fax states, “If you would like to be removed from our fax list please email us at faxremoval@uvi.sandals.com or call (800) 327-1991 Ext. 4152.”<sup>11</sup>

On February 14, 2013, Plaintiff’s owner, Linda Sherman, called the telephone number in UVI’s opt-out notice, demanding it stop sending fax advertisements.<sup>12</sup> Ms. Sherman also sent the following email, attached to the Complaint as Ex. B, to the email address UVI specified:

**remove immediately**

1 message

**Linda Sherman** <atwtravelinc@gmail.com> Thu, Feb 14, 2013 at 4:20 PM

To: faxremoval@uvi.sandals.com

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<sup>5</sup> See, e.g., *Wash. Ass’n for Television & Children v. F.C.C.*, 665 F.2d 1264, 1270 n.12 (D.C. Cir. 1981) (affirming Commission waiver, refusing to disturb Commission’s factual determination that applicant “was credible”).

<sup>6</sup> As discussed in Section I, below, the Commission has no authority to interfere in a private cause of action in this manner. See *Natural Res. Def. Council v. E.P.A.*, 749 F.3d 1055, 1063 (D.C. Cir. 2014).

<sup>7</sup> *WAIT Radio v. F.C.C.*, 418 F.2d 1153, 1157 (D.C. Cir. 1969).

<sup>8</sup> *Rio Grande Family Radio Fellowship, Inc. v. FCC*, 406 F.2d 664, 666 (D.C. Cir. 1968).

<sup>9</sup> Compl. ¶ 11.

<sup>10</sup> *Id.* ¶¶ 11, 19.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*, Ex. A.

I already requested removal from your fax list. Remove my information immediately and permanently

Around the World Travel Inc  
fax 248-476-4307

**And do not add me to your email list**

Linda Sherman  
Owner

On March 1, 2013, UVI sent Plaintiff a fax advertising "Luxury Included® Resorts."<sup>13</sup> UVI sent additional fax advertisements on March 5 (two faxes), March 6, March 8, March 12, March 13, March 14, March 15 (two faxes), March 18, March 21, March 25, and March 26.<sup>14</sup> In total, UVI sent Plaintiff 14 fax advertisements during March 2013, six of them more than 30 days after Plaintiff's opt-out attempt.<sup>15</sup> These 14 faxes are attached to the Complaint as Group Exhibit C.

On April 1, 2013, UVI sent Plaintiff a fax advertising Sandals resorts for "the perfect Caribbean wedding."<sup>16</sup> Additional fax advertisements followed on April 2, April 4, April 5, April 9, April 12, April 19 (two faxes), April 22, April 23, April 24, April 25, April 26, and April 29.<sup>17</sup> In total, UVI sent Plaintiff 14 fax advertisements during April 2013, all of them more than 30 days after Plaintiff attempted to opt out. These 14 faxes are attached to the Complaint as Group Exhibit D.

On June 24, 2014, UVI sent Plaintiff a fax advertising "spectacular" new resorts in Grenada and Barbados.<sup>18</sup> UVI sent additional fax advertisements on June 25 and June 26, 2014.<sup>19</sup> The three June 2014 faxes are attached to the Complaint as Group Exhibit E.

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<sup>13</sup> *Id.* Ex. C.

<sup>14</sup> *Id.* ¶ 13.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*, Ex. D.

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*, Ex. E.

<sup>19</sup> *Id.*

On July 1, 2014, Plaintiff filed a class-action lawsuit alleging UVI sent “unsolicited advertisements” by fax in violation of the TCPA.<sup>20</sup> The Complaint details the faxes UVI sent to Plaintiff from February 2013 to June 2014<sup>21</sup> and alleges “Plaintiff had not invited or given permission,” making them “unsolicited advertisements” under the TCPA.<sup>22</sup>

In addition, the Complaint alleges that, even where a sender has permission, the Commission’s rules requires the sender to “include an opt-out notice” informing consumers they have a right to opt out of future faxes and providing instructions for doing so.<sup>23</sup> The Complaint alleges UVI’s faxes fail the notice requirements.<sup>24</sup> The faxes do not state (1) that a consumer has a legal right to opt out, (2) that a sender’s failure to honor a request within 30 days is unlawful, or (3) that an opt-out request is not enforceable unless it provides the fax number to which it relates.<sup>25</sup> Without the required opt-out notice, the Complaint alleges, UVI cannot raise a permission defense, leaving it with a TCPA violation even if it had “prior express permission or invitation.”<sup>26</sup>

On August 20, 2014, UVI filed its petition arguing Plaintiff’s lawsuit is “frivolous” and asking the Commission to absolve it of any liability stemming from the opt-out-notice regulation.<sup>27</sup> UVI characterizes the Complaint as alleging only “some” of the faxes were sent without permission,<sup>28</sup> which is false.<sup>29</sup> UVI cites no evidence it obtained permission before sending its faxes.<sup>30</sup>

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<sup>20</sup> *Id.* ¶ 1.

<sup>21</sup> *Id.* ¶¶ 11–16.

<sup>22</sup> *Id.* ¶ 19.

<sup>23</sup> *Id.* ¶ 33.

<sup>24</sup> *Id.* ¶ 35.

<sup>25</sup> 47 C.F.R. § 64.1200(a)(4)(iii)–(iv).

<sup>26</sup> Compl. ¶ 35.

<sup>27</sup> UVI Pet. at 17.

<sup>28</sup> *Id.* at 4.

UVI's primary argument is that the opt-out instructions on its faxes were "effective," even if they did not "technically" comply with the regulation, and so the Commission should (1) rule UVI "substantially complied" or (2) grant a retroactive "waiver" instructing the United States District Court for the Eastern District of Michigan not to enforce the regulation against UVI.<sup>31</sup> In support of "substantial compliance," UVI contends its faxes provided "all the necessary information to effect a cost-free opt out," and that any deviations are "immaterial" because they "did nothing to impede recipients' ability to opt out of receiving future faxes and to have that opt out honored in a timely manner."<sup>32</sup> UVI insists the faxes contained "effective opt out mechanisms."<sup>33</sup>

In support of a retroactive "waiver" directed to the federal district court presiding over Plaintiff's lawsuit, UVI argues its faxes contained "effective opt out notice" and that holding it liable for "minor technical violations" would be unfair.<sup>34</sup> The petition concludes that the "effective opt out notice" on its faxes satisfies the goals of the TCPA.<sup>35</sup>

UVI's petition does not mention Plaintiff attempted to opt out using the instructions on the faxes or note that Plaintiff makes such an allegation in its Complaint.<sup>36</sup> UVI's petition does not mention that Defendant sent at least 31 fax advertisements to Plaintiff after Plaintiff tried to opt-out using the instructions on the faxes or that the Complaint makes such an allegation.<sup>37</sup>

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<sup>29</sup> Compl. ¶ 19.

<sup>30</sup> UVI Pet. at 1–18.

<sup>31</sup> *Id.* at 7–11.

<sup>32</sup> *Id.* at 8.

<sup>33</sup> *Id.* at 9.

<sup>34</sup> *Id.* at 10.

<sup>35</sup> *Id.* at 11.

<sup>36</sup> *Id.* at 1–18.

<sup>37</sup> *Id.*

## Argument

### I. **The Commission cannot rule that UVI's faxes do not violate the regulation under the guise of "substantial compliance" or "waiver."**

UVI asks the Commission to create a "substantial compliance" defense to be applied retroactively in pending lawsuits. Plaintiffs have addressed this argument in previous comments. In short, if UVI is asking the Commission to *interpret* the regulation to allow substantial compliance, it cannot do so because it would contradict the plain language of the regulation. If UVI is asking the Commission to *amend* the regulation, that change could apply only prospectively, not retrospectively to the faxes at issue in Plaintiff's lawsuit.

UVI takes the substantial-compliance argument a step further than most petitioners, asking the Commission to rule that its faxes "in fact satisfied or were in substantial compliance with" the regulation.<sup>38</sup> The Commission cannot make that determination because that is the duty of the United States District Court for the Eastern District of Michigan, the court presiding over Plaintiff's lawsuit.

In *Natural Res. Def. Council v. E.P.A.*, the D.C. Circuit held the EPA lacked statutory authority to create a defense to the private right of action in the Clean Air Act.<sup>39</sup> First, it held the Act "creates a private right of action" and it is "the Judiciary" that "determines 'the scope'—*including the available remedies*" of "statutes establishing private rights of action."<sup>40</sup> Second, it held that "EPA's ability to determine whether penalties should be assessed for Clean Air Act violations extends only to administrative penalties, not to civil penalties imposed by a court."<sup>41</sup> Third, it held that "[t]o the

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<sup>38</sup> UVI Pet. at 8.

<sup>39</sup> 749 F.3d 1055, 1062 (D.C. Cir. 2014) (quoting *City of Arlington v. FCC*, 133 S.Ct. 1863, 1871 n.3 (2013)).

<sup>40</sup> *Id.* at 1062–64

<sup>41</sup> *Id.*

extent that the Clean Air Act contemplates a role for EPA in private civil suits, it is only as an intervenor” or “as an amicus curiae.”<sup>42</sup>

This reasoning applies with full force here. First, like the Clean Air Act, the TCPA creates a private right of action for violations of the statute or its implementing regulations.<sup>43</sup> It empowers the Commission to issue the regulations, but it vests *the judiciary* with the power to determine whether “a violation” has occurred.<sup>44</sup> Thus, the TCPA “clearly vests authority over private suits in the *courts*, not [the Commission].”<sup>45</sup> Ruling that UVI’s faxes complied or “substantially complied” or issuing a waiver for the purpose of wiping out pending lawsuits would fly in the face of that principle.

Second, just as the Clean Air Act grants the EPA authority to “determine whether penalties should be assessed” only in administrative proceedings, and not in private civil actions, the Communications Act grants the Commission authority to determine whether penalties should be assessed for TCPA violations only in the context of forfeiture actions brought pursuant to 47 U.S.C. § 503(b). Creating a substantial-compliance defense or granting waivers to extinguish private lawsuits would exceed that authority.

Third, while the Clean Air Act allows the EPA to intervene in private actions, the TCPA does not. The TCPA allows the Commission to intervene only in enforcement proceedings brought by state governments to seek civil penalties for violations of the caller-identification requirements.<sup>46</sup> There is no provision allowing the Commission to intervene in private actions. If the Commission cannot intervene in a pending lawsuit, it follows it cannot create defenses midstream or pick winners

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<sup>42</sup> *Id.*

<sup>43</sup> 47 U.S.C. § 227(b)(3)

<sup>44</sup> *Id.* § 227(b)(3)(B).

<sup>45</sup> 749 F.3d at 1063.

<sup>46</sup> 47 U.S.C. § 227(e)(6)(C).

and losers by immunizing the defendants from liability. Rather, the Commission is limited to participating in private TCPA actions “as amicus curiae,” as it did in *Nack*.

**II. The Commission should maintain the explanation for its statutory authority in the 2006 order, the Anda order, and the *Nack* amicus briefs.**

The Commission’s 2006 order explained it was “concerned” allowing oral permission would result in senders “erroneously claiming” they had permission.<sup>47</sup> The Commission adopted a series of rules to offset that risk. First, it ruled “the burden of proof rests on the sender to demonstrate that permission was given.”<sup>48</sup> Second, it ruled permission “must be express” and cannot be obtained through a “negative option,” where “the sender presumes consent unless advised otherwise.”<sup>49</sup> Third, it ruled that permission is not permanent and that a consumer may “revoke[] such permission by sending an opt-out request to the sender.”<sup>50</sup>

These rulings raised the question *how* a consumer may opt out. The Commission considered allowing consumers to decide how they wanted to opt out, but decided it would “impair” the sender’s “ability to account for all requests and process them in a timely manner.”<sup>51</sup> Instead, the Commission allowed the sender to designate (within limits) the means to opt out, requiring only a domestic telephone number and fax number and (if the sender decides not to pay for a toll-free number) one other “cost free mechanism” of the sender’s choosing, such as an email address or website.<sup>52</sup> In exchange, the Commission explained, it was imposing a minimal burden on senders to “include an opt-out notice” complying with the regulation.<sup>53</sup>

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<sup>47</sup> Report and Order and Third Order on Reconsideration, 21 FCC Rcd 3787, 3812 ¶ 46 (rel. Apr. 6, 2006).

<sup>48</sup> *Id.*

<sup>49</sup> *Id.* ¶ 45 & n.168.

<sup>50</sup> *Id.* ¶ 46.

<sup>51</sup> *Id.* ¶ 34 & n.127, n.128.

<sup>52</sup> *Id.* ¶ 28.

<sup>53</sup> *Id.* ¶ 48.

In 2012, the Commission reiterated in its amicus brief in *Nack* that it issued the opt-out-notice regulation “under the grant of authority” in “Section 227(b)(2)” and that it “allow[s] consumers to stop unwanted faxes in the future.”<sup>54</sup> The Commission’s supplemental brief states the defendants were “subject to liability in a private civil action” only because “they chose to violate a binding FCC rule in effect at the time without first challenging its lawfulness” in accordance with the Hobbs Act.<sup>55</sup> The Eighth Circuit held “the rationale for the regulation, as set forth in the 2006 Order and as discussed in the FCC’s amicus brief, arguably brings the regulation within range of what § 227(b) authorized the FCC to regulate,”<sup>56</sup> and the Supreme Court denied certiorari.<sup>57</sup>

The Consumer & Governmental Affairs Bureau’s order on the Anda petition explains the 2006 Junk Fax Order “specifically tied the opt-out notice to the purposes of section 227.”<sup>58</sup> It notes the TCPA prohibits faxes sent without “prior express invitation or permission,” but “does not define” that term.<sup>59</sup> (*Id.*) Since “agencies have authority to fill gaps where the statutes are silent,” it explains, the regulation fleshes out “how such prior express permission can be obtained from, *and revoked by*, a consumer.”<sup>60</sup> The order emphasizes that permission is *not* permanent and that opt-out notice is required “to ensure that the consumer has the necessary contact information to opt out of future fax transmissions (*i.e.*, revoke prior permission to send such fax advertisements).”<sup>61</sup>

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<sup>54</sup> Comm’n Amicus Br., *Nack v. Walburg*, No. 11-1460 (8th Cir) (Feb. 24, 2012) at 6, 20.

<sup>55</sup> Comm’n Supp. Amicus Br., *Nack v. Walburg*, No. 11-1460 (8th Cir) (Aug. 21, 2012) at 13.

<sup>56</sup> *Nack v. Walburg*, 715 F.3d 680, 687 (8th Cir. 2013)

<sup>57</sup> *Walburg v. Nack*, 134 S. Ct. 1539 (Mar. 24, 2014).

<sup>58</sup> Order, *Petition for Declaratory Ruling to Clarify That 47 U.S.C. § 227(b) Was Not the Statutory Basis for Commission’s Rule Requiring an Opt-Out Notice for Fax Advertisements Sent with Recipient’s Prior Express Consent*, Order, CG Docket No. 05-338 (May 2, 2012) ¶ 7.

<sup>59</sup> *Id.*

<sup>60</sup> *Id.*

<sup>61</sup> *Id.*

UVI ignores the *Nack* amicus briefs entirely.<sup>62</sup> It argues the Anda order was wrongly decided because the 2006 Junk Fax Order cited § 227 for its authority but “never stated that *every* specific rule” in the order was “adopted under the authority of *all* 11 separate statutory provisions” or that “*every* rule was adopted under” § 227(b)(2).<sup>63</sup> UVI cites no authority requiring such detail, and the Administrative Procedures Act merely requires a “concise general statement” for the basis of a rule.<sup>64</sup> Agencies need not “state the specific provision that authorizes a rule like the specific rule at hand,” and they typically satisfy the APA’s “loose requirements” by “citing the entirety of a statute, or citing a section number followed by ‘*et seq.*’”<sup>65</sup> In fact, “when the basis and purpose of the rule is inherent in the rule and the enabling statute, then no separate statement is required.”<sup>66</sup>

### Conclusion

The Commission should deny Unique Vacations, Inc.’s petition, along with all the other petitions.

Respectfully submitted,

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<sup>62</sup> UVI Pet. at 1–18.

<sup>63</sup> *Id.* at 16. Almost none of the other petitioners mention the Anda Order, which is puzzling because, “unless and until” the full Commission decides to (1) accept review and (2) “modify” the order, it is “entitled to the same degree of deference as if it were made by the agency itself.” *Indiana Bell Tel. Co., Inc. v. McCarty*, 362 F.3d 378, 387 (7th Cir. 2004).

<sup>64</sup> 5 U.S.C. § 553(c).

<sup>65</sup> Robert A. Anthony, *Interpretive Rules, Policy Statements, Guidances, Manuals, and the Like – Should Federal Agencies Use Them to Bind the Public?*, 41 Duke L.J. 1311, 1378 n.378 (1992).

<sup>66</sup> *Am. Standard, Inc. v. United States*, 602 F.2d 256, 269 (Ct. Cl. 1979).

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

AROUND THE WORLD TRAVEL, INC.,	)	
a Michigan corporation, individually and as	)	
the representative of a class of similarly-	)	
situated persons,	)	
	)	Civil Action No.:
Plaintiff,	)	
	)	<b>CLASS ACTION</b>
v.	)	
	)	
UNIQUE VACATIONS, INC. and JOHN	)	
DOES 1-10,	)	
	)	
Defendants.	)	

**CLASS ACTION COMPLAINT**

Plaintiff, AROUND THE WORLD TRAVEL, INC. (“Plaintiff”), brings this action on behalf of itself and all others similarly situated, through its attorneys, and except as to those allegations pertaining to Plaintiff or its attorneys, which allegations are based upon personal knowledge, alleges the following upon information and belief against Defendants, UNIQUE VACATIONS, INC. and JOHN DOES 1-10 (“Defendants”):

**PRELIMINARY STATEMENT**

1. This case challenges Defendants’ practice of sending unsolicited facsimiles.
2. The federal Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, 47 USC § 227 (“JFPA” or the “Act”), and the regulations promulgated under the Act, prohibit a person or entity from faxing or having an agent fax advertisements without the recipient’s prior express invitation or permission. The JFPA provides a private right of action and provides statutory damages of \$500 per violation. Upon information and belief, Defendants have sent facsimile transmissions of unsolicited

advertisements to Plaintiff and the Class in violation of the JFPA, including, but not limited to, the facsimile transmissions of thirty-two (32) unsolicited advertisements on or about February, 2013; March, 2013, April, 2013, June 24, 2014, June 25, 2014 and June 26, 2014 (“the Faxes”), true and correct copies of which are attached hereto as Exhibits A, C, D and E, and made a part hereof. The Faxes describe the commercial availability of Defendants’ goods and services. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants have sent, and continue to send, unsolicited advertisements via facsimile transmission in violation of the JFPA.

3. Unsolicited faxes damage their recipients. A junk fax recipient loses the use of its fax machine, paper, and ink toner. An unsolicited fax wastes the recipient’s valuable time that would have been spent on something else. A junk fax interrupts the recipient’s privacy. Unsolicited faxes prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients’ fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message.

4. On behalf of itself and all others similarly situated, Plaintiff brings this case as a class action asserting claims against Defendants under the JFPA.

5. Plaintiff is informed and believes, and upon such information and belief avers, that this action is based upon a common nucleus of operative facts because the facsimile transmissions at issue were and are being done in the same or similar manner. This action is based on the same legal theory, namely liability under the JFPA. This action seeks relief expressly authorized by the JFPA: (i) injunctive relief enjoining Defendants, their employees,

agents, representatives, contractors, affiliates, and all persons and entities acting in concert with them, from sending unsolicited advertisements in violation of the JFPA; and (ii) an award of statutory damages in the minimum amount of \$500 for each violation of the JFPA, and to have such damages trebled, as provided by § 227(b)(3) of the Act.

### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 47 U.S.C. § 227.

7. This court has personal jurisdiction over Defendants because Defendants transact business within this judicial district, have made contacts within this judicial district, and/or have committed tortious acts within this judicial district.

### **PARTIES**

8. Plaintiff, AROUND THE WORLD TRAVEL, INC., is a Michigan Corporation.

9. On information and belief, Defendant, UNIQUE VACATIONS, INC., is a Florida Corporation with its principal place of business in Miami, Florida.

10. John Does 1-10 will be identified through discovery, but are not presently known.

### **FACTS**

11. On information and belief, on or about February, 2013, Defendants transmitted by telephone facsimile machine an unsolicited facsimile to Plaintiff. A Copy of this facsimile is attached hereto as Exhibit A.

12. On February 14, 2013, Plaintiff requested immediate removal from Defendants' fax list. A copy of the email is attached hereto as Exhibit B. Defendants ignored Plaintiff's request not to be faxed Defendants' advertisements.

13. On information and belief, during March, 2013, Defendants transmitted by telephone facsimile machine a total of 14 unsolicited facsimiles to Plaintiff. Copies of these 14 facsimiles are attached hereto as Group Exhibit C.

14. On information and belief, during April, 2013, Defendants transmitted by telephone facsimile machine a total of 14 unsolicited facsimiles to Plaintiff. Copies of these 14 facsimiles are attached hereto as Group Exhibit D.

15. On or about April 2, 2013, Plaintiff filed complaints with the Federal Communications Commission (the "FCC") and the Office of the Attorney General for the State of Michigan concerning Defendants' fax advertisement campaign. On information and belief, Defendants were again notified of Plaintiff's demand that Defendants cease faxing their advertisements.

16. Despite Plaintiff's repeated communications to stop and cease sending Plaintiff Defendants' advertisements by fax, on or about June 24, 2014, June 25, 2014 and June 26, 2014, Defendants have transmitted by telephone facsimile machine three (3) unsolicited faxes. Copies of the three (3) facsimiles are attached hereto as Exhibit E.

17. Defendants created or made Exhibits A, C, D and E which Defendants knew or should have known is a good or product which Defendants intended to and did in fact distribute to Plaintiff and the other members of the class.

18. Exhibits A, C, D and E are part of Defendants' work or operations to market Defendants' goods or services which were performed by Defendants and on behalf of Defendants. Therefore, Exhibits A, C, D and E constitute material furnished in connection with Defendants' work or operations.

19. Plaintiff had not invited or given permission to Defendants to send the faxes.

20. On information and belief, Defendants faxed the same and other unsolicited facsimiles without the required opt out language to Plaintiff and more than 25 other recipients without first receiving the recipients' express permission or invitation.

21. There is no reasonable means for Plaintiff (or any other class member) to avoid receiving unauthorized faxes. Fax machines are left on and ready to receive the urgent communications their owners desire to receive.

22. Defendants' facsimiles did not display a proper opt-out notice as required by 47 C.F.R. § 64.1200.

### **CLASS ACTION ALLEGATIONS**

23. In accordance with F. R. Civ. P. 23(b)(1), (b)(2) and (b)(3), Plaintiff brings this class action pursuant to the JFPA, on behalf of the following class of persons:

All persons who (1) on or after four years prior to the filing of this action, (2) were sent telephone facsimile messages of material advertising the commercial availability of any property, goods, or services by or on behalf of Defendants, and (3) which did not display a proper opt-out notice.

Excluded from the Class are the Defendants, their employees, agents and members of the Judiciary. Plaintiff reserves the right to amend the class definition upon completion of class certification discovery.

24. Class Size (F. R. Civ. P. 23(a)(1)): Plaintiff is informed and believes, and upon such information and belief avers, that the number of persons and entities of the Plaintiff Class is numerous and joinder of all members is impracticable. Plaintiff is informed and believes, and upon such information and belief avers, that the number of class members is at least forty.

25. Commonality (F. R. Civ. P. 23 (a) (2)): Common questions of law and fact apply to the claims of all class members. Common material questions of fact and law include, but are not limited to, the following:

- a) Whether the Defendants sent unsolicited fax advertisements;
- b) Whether the Defendants' faxes advertised the commercial availability of property, goods, or services;
- c) The manner and method the Defendants used to compile or obtain the list of fax numbers to which they sent Exhibits "A, C, D and E" and other unsolicited faxed advertisements;
- d) Whether the Defendants faxed advertisements without first obtaining the recipient's prior permission or invitation;
- e) Whether the Defendants sent the faxed advertisements knowingly;
- f) Whether the Defendants violated the provisions of 47 U.S.C. § 227 and the regulations promulgated thereunder;
- g) Whether the faxes contain an "opt-out notice" that complies with the requirements of § (b)(1)(C)(iii) of the Act, and the regulations promulgated thereunder, and the effect of the failure to comply with such requirements;
- h) Whether the Defendants should be enjoined from faxing advertisements in the future;
- i) Whether the Plaintiff and the other members of the class are entitled to statutory damages; and
- j) Whether the Court should award treble damages.

26. Typicality (F. R. Civ. P. 23 (a) (3)): The Plaintiff's claims are typical of the claims of all class members. The Plaintiff received the same faxes as the faxes sent by or on behalf of the Defendants advertising goods and services of the Defendants during the Class Period. The Plaintiff is making the same claims and seeking the same relief for itself and all class members based upon the same federal statute. The Defendants have acted in the same or in a similar manner with respect to the Plaintiff and all the class members by sending Plaintiff and each member of the class the same faxes.

27. Fair and Adequate Representation (F. R. Civ. P. 23 (a) (4)): The Plaintiff will fairly and adequately represent and protect the interests of the class. It is interested in this matter, has no conflicts and has retained experienced class counsel to represent the class.

28. Need for Consistent Standards and Practical Effect of Adjudication (F. R. Civ. P. 23 (b) (1)): Class certification is appropriate because the prosecution of individual actions by class members would: (a) create the risk of inconsistent adjudications that could establish incompatible standards of conduct for the Defendants, and/or (b) as a practical matter, adjudication of the Plaintiff's claims will be dispositive of the interests of class members who are not parties.

29. Common Conduct (F. R. Civ. P. 23 (b) (2)): Class certification is also appropriate because the Defendants have acted and refused to act in the same or similar manner with respect to all class members thereby making injunctive and declaratory relief appropriate. The Plaintiff demands such relief as authorized by 47 U.S.C. §227.

30. Predominance and Superiority (F. R. Civ. P. 23 (b) (3)): Common questions of law and fact predominate over any questions affecting only individual members, and a class

action is superior to other methods for the fair and efficient adjudication of the controversy because:

- a) Proof of the claims of the Plaintiff will also prove the claims of the class without the need for separate or individualized proceedings;
- b) Evidence regarding defenses or any exceptions to liability that the Defendants may assert and attempt to prove will come from the Defendants' records and will not require individualized or separate inquiries or proceedings;
- c) The Defendants have acted and are continuing to act pursuant to common policies or practices in the same or similar manner with respect to all class members;
- d) The amount likely to be recovered by individual class members does not support individual litigation. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one (1) proceeding based upon common proofs; and
- e) This case is inherently manageable as a class action in that:
  - (i) The Defendants identified persons or entities to receive the fax transmissions and it is believed that the Defendants' computer and business records will enable the Plaintiff to readily identify class members and establish liability and damages;
  - (ii) Liability and damages can be established for the Plaintiff and the class with the same common proofs;
  - (iii) Statutory damages are provided for in the statute and are the same for all class members and can be calculated in the same or a similar manner;

(iv) A class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort and expense;

(v) A class action will contribute to uniformity of decisions concerning the Defendants' practices; and

(vi) As a practical matter, the claims of the class are likely to go unaddressed absent class certification.

**Claim for Relief for Violation of the JFPA, 47 U.S.C. § 227 *et seq.***

31. The JFPA makes it unlawful for any person to “use any telephone facsimile machine, computer or other device to send, to a telephone facsimile machine, an unsolicited advertisement . . . .” 47 U.S.C. § 227(b)(1)(C).

32. The JFPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission, in writing or otherwise.” 47 U.S.C. § 227 (a) (5).

33. **Opt-Out Notice Requirements.** The JFPA strengthened the prohibitions against the sending of unsolicited advertisements by requiring, in § (b)(1)(C)(iii) of the Act, that senders of faxed advertisements place a clear and conspicuous notice on the first page of the transmission that contains the following among other things (hereinafter collectively the “Opt-Out Notice Requirements”):

1. a statement that the recipient is legally entitled to opt-out of receiving future faxed advertisements – knowing that he or she has the legal right to request an opt-out gives impetus for recipients to make such a request, if desired;

2. a statement that the sender must honor a recipient's opt-out request within 30 days and the sender's failure to do so is unlawful – thereby encouraging recipients to opt-out, if they did not want future faxes, by advising them that their opt-out requests will have legal “teeth”;

3. a statement advising the recipient that he or she may opt-out with respect to all of his or her facsimile telephone numbers and not just the ones that receive a faxed advertisement from the sender – thereby instructing a recipient on how to make a valid opt-out request for all of his or her fax machines.

The requirement of (1) above is incorporated from § (b)(D)(ii) of the Act. The requirement of (2) above is incorporated from § (b)(D)(ii) of the Act and the rules and regulations of the Federal Communications Commission (the “FCC”) in ¶ 31 of its 2006 Report and Order (*In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act, Junk Prevention Act of 2005*, 21 F.C.C.R. 3787, 2006 WL 901720, which rules and regulations took effect on August 1, 2006). The requirements of (3) above are contained in § (b)(2)(E) of the Act and incorporated into the Opt-Out Notice Requirements via § (b)(2)(D)(ii). Compliance with the Opt-Out Notice Requirements is neither difficult nor costly. The Opt-Out Notice Requirements are important consumer protections bestowed by Congress upon the owners of the telephone lines and fax machines giving them the right, and means, to stop unwanted faxed advertisements.

34. **2006 FCC Report and Order.** The JFPA, in § (b)(2) of the Act, directed the FCC to implement regulations regarding the JFPA, including the JFPA's Opt-Out Notice Requirements and the FCC did so in its 2006 Report and Order, which in addition provides among other things:

A. The definition of, and the requirements for, an established business relationship for purposes of the first of the three prongs of an exemption to liability under § (b)(1)(C)(i) of the Act and provides that the lack of an “established business relationship” precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 8-12 and 17-20);

B. The required means by which a recipient’s facsimile telephone number must be obtained for purposes of the second of the three prongs of the exemption under § (b)(1)(C)(ii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 13-16);

C. The things that must be done in order to comply with the Opt-Out Notice Requirements for the purposes of the third of the three prongs of the exemption under § (b)(1)(C)(iii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 24-34);

D. The failure of a sender to comply with the Opt-Out Notice Requirements precludes the sender from claiming that a recipient gave “prior express permission or invitation” to receive the sender’s fax (*See* Report and Order ¶ 48);

As a result thereof, a sender of a faxed advertisement who fails to comply with the Opt-Out Notice Requirements has, by definition, transmitted an unsolicited advertisement under the JFPA. This is because such a sender can neither claim that the recipients of the faxed advertisement gave “prior express permission or invitation” to receive the fax nor can the sender claim the exemption from liability contained in § (b)(C)(1) of the Act.

35. **The Faxes.** Defendants sent the on or about February, 2013, March 2013, April, 2013 and June 24, 2014, June 25, 2014 and June 26, 2014, advertisements via facsimile transmission from telephone facsimile machines, computers, or other devices to the telephone lines and facsimile machines of Plaintiff and members of the Plaintiff Class. The Faxes constituted advertisements under the Act. Defendants failed to comply with the Opt-Out Requirements in connection with the Faxes. The Faxes were transmitted to persons or entities without their prior express permission or invitation and/or Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements. By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder by sending the Faxes via facsimile transmission to Plaintiff and members of the Class.

36. **Defendants' Other Violations.** Plaintiff is informed and believes, and upon such information and belief avers, that during the period preceding four years of the filing of this Complaint and repeatedly thereafter, Defendants have sent via facsimile transmission from telephone facsimile machines, computers, or other devices to telephone facsimile machines of members of the Plaintiff Class faxes that constitute advertisements under the JFPA that were transmitted to persons or entities without their prior express permission or invitation (and/or that Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements in connection with such transmissions). By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants may be continuing to send unsolicited advertisements via facsimile transmission in violation of the JFPA and the regulations promulgated thereunder, and absent intervention by

this Court, will do so in the future.

37. The TCPA/JFPA provides a private right of action to bring this action on behalf of Plaintiff and the Plaintiff Class to redress Defendants' violations of the Act, and provides for statutory damages. 47 U.S.C. § 227(b)(3). The Act also provides that injunctive relief is appropriate. *Id.*

38. The JFPA is a strict liability statute, so the Defendants are liable to the Plaintiff and the other class members even if their actions were only negligent.

39. The Defendants knew or should have known that (a) the Plaintiff and the other class members had not given express invitation or permission for the Defendants or anybody else to fax advertisements about the Defendants' goods or services; (b) the Plaintiff and the other class members did not have an established business relationship; (c) Defendants transmitted advertisements; (d) the Faxes did not contain the required Opt-Out Notice; and (e) Defendants' transmission of advertisements that did not contain the required opt-out notice was unlawful.

40. The Defendants' actions caused damages to the Plaintiff and the other class members. Receiving the Defendants' junk faxes caused the recipients to lose paper and toner consumed in the printing of the Defendants' faxes. Moreover, the Defendants' faxes used the Plaintiff's and the other class members' telephone lines and fax machine. The Defendants' faxes cost the Plaintiff and the other class members time, as the Plaintiff and the other class members and their employees wasted their time receiving, reviewing and routing the Defendants' unauthorized faxes. That time otherwise would have been spent on the Plaintiff's and the other class members' business activities. The Defendants' faxes unlawfully interrupted the Plaintiff's and other class members' privacy interests in being left alone. Finally, the injury and property

damage sustained by Plaintiff and the other class members from the sending of Defendants' advertisements occurred outside of Defendants' premises.

WHEREFORE, Plaintiff, AROUND THE WORLD TRAVEL, INC., individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, UNIQUE VACATIONS, INC. and JOHN DOES 1-10, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint the Plaintiff as the representative of the class, and appoint the Plaintiff's counsel as counsel for the class;

B. That the Court award actual monetary loss from such violations or the sum of five hundred dollars (\$500.00) for each violation, whichever is greater;

C. That Court enjoin the Defendants from additional violations; and

D. That the Court award pre-judgment interest, costs, and such further relief as the Court may deem just and proper.

Respectfully submitted,

AROUND THE WORLD TRAVEL, INC.,  
individually and as the representative of a class of  
similarly-situated persons,

By: s/ Brian J. Wanca

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Ryan M. Kelly  
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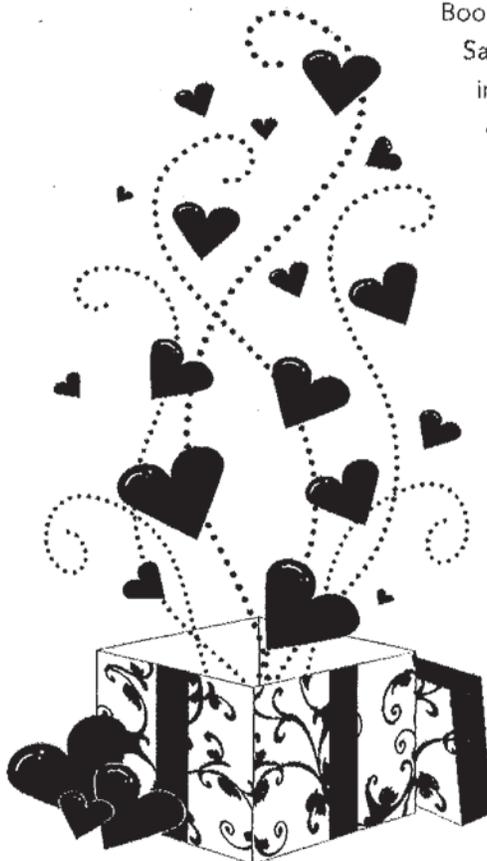
**EXHIBIT A**

2-14-13 emailed + [unclear]  
[unclear]

# The perfect gift for Valentine's Day

Sandals® Resorts is making VALENTINE'S DAY extra special by offering a FREE\* 30-minute couples massage at select Red Lane® Spas.

Book a Luxury Included<sup>®</sup> Vacation at Sandals Royal Caribbean, Sandals Grande Riviera, Sandals Negril or Sandals Royal Plantation in Jamaica and your clients will enjoy a complimentary\* 30-minute couples massage at our Red Lane<sup>®</sup> Spas. Plus, they'll enjoy a romantic vacation designed exclusively for two people in love which features:



- The Caribbean's best protected beaches
- Luxurious accommodations in a range of categories
- Personalized butler service included in top-tier suites
- Specialty dining at up to 15 restaurants
- Unlimited premium brand drinks and Beringer<sup>®</sup> Wines
- Unlimited land and water sports including unlimited golf<sup>^</sup>, scuba diving<sup>^</sup>, stand-up paddle boarding, and snorkeling
- And much more—all included!

# Sandals

LOVE IS ALL YOU NEED

For more information, call your Tour Operator or  
1-800-SANDALS • [sandals.com](http://sandals.com)

\*Free 30-minute couples massage offer valid for US and Canada bookings only, made now through 3/5/13 for travel to 12/26/13 to Sandals Royal Caribbean, Sandals Grande Riviera, Sandals Negril and Sandals Royal Plantation only. Applicable on minimum 7-night stays at Sandals Royal Caribbean, Sandals Grande Riviera and Sandals Negril; minimum 6-night stays at Sandals Royal Plantation in select room categories. This promotion may not be used with any other spa promotion. This does not include any applicable tax or service charge. Cannot be sold or exchanged, and is not redeemable for cash. Offer is combinable with other consumer savings promotions. However, it is not combinable with any other spa/resort credits. May not be applicable for group bookings. Offer can be revised or terminated at any time and is subject to availability. Spa credits applicable to spa treatments and salon services. Spa products and gratuity not included. Not responsible for omissions or errors.

<sup>^</sup>Greens fees included. Transfers included at Sandals Grande Riviera and Sandals Royal Plantation. Caddies mandatory, but not included. Unlimited scuba diving included for certified divers. PADI resort dive courses and night dives available at an additional cost. Sandals<sup>®</sup> is a registered trademark and is represented worldwide by Unique Vacations, Inc.

If you would like to be removed from our fax list please email us at [faxremoval@uvv.sandals.com](mailto:faxremoval@uvv.sandals.com) or call (800) 327-1991 Ext. 4152.

**EXHIBIT B**



Linda Sherman <atwtravelinc@gmail.com>

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**remove immediately**

1 message

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**Linda Sherman** <atwtravelinc@gmail.com>  
To: faxremoval@uvi.sandals.com

Thu, Feb 14, 2013 at 4:20 PM

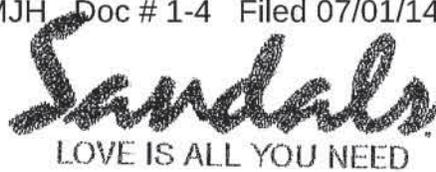
I already requested removal from your fax list. Remove my information immediately and permanently

Around the World Travel Inc  
fax 248-476-4307

**And do not add me to your email list**

Linda Sherman  
Owner

**GROUP  
EXHIBIT D**



# LIMITED TIME OFFER

\*\*\*\*\*

## \$1,000 WeddingMoons® Credit

### Introducing the new, exclusive \$1,000 WeddingMoons® Credit offer!

Sandals® Resorts and Beaches® Resorts continue to give your clients the choice and flexibility when designing the perfect Caribbean wedding. During this exclusive promotional period, your clients can receive the current \$500 Wedding Credit, plus an additional \$500 in Bonus Credit to apply towards enhancing their WeddingMoon® experience!

# \$500 WEDDING\* CREDIT

TOWARDS YOUR CUSTOMIZED DESTINATION WEDDING



# \$500 IN BONUS\* CREDIT

TO ENHANCE YOUR WEDDINGMOONS® EXPERIENCE

### Mix + Match from the selections below to enhance their WeddingMoons® experience:

APPLY UP TO \$100  
IN BONUS CREDIT TOWARDS:

- Island Routes Catamaran Cruise
- PADI Discover Scuba Diving Course
- Private Beach Cabana

APPLY UP TO \$400\*\*  
IN BONUS CREDIT TOWARDS:

- Wedding Minister and Government Fees

APPLY UP TO \$200  
IN BONUS CREDIT TOWARDS:

- Honeymoon Highlights Video
- Anniversary Stay

APPLY UP TO \$500  
IN BONUS CREDIT TOWARDS:

- Room Upgrade

Book between February 8, 2013 and June 30, 2013  
for weddings March 1, 2013 -- December 31, 2014

Call your Tour Operator  
or 1-877-SANDALS | [sandals.com](http://sandals.com)

For full details visit [sandals.com/tas](http://sandals.com/tas) or contact Inside Sales at 1-800-48-SPECIAL

\*Up to \$500 bonus credit applicable towards Wedding Minister and Government Fees at all Sandals Resorts and up to \$400 bonus credit applicable towards Wedding Minister and Government Fees at all Beaches Resorts. The \$1,000 WeddingMoons® Credit promotion is applicable only for new WeddingMoons of 6 nights or longer in a room category booked between February 8, 2013 through June 30, 2013 for travel March 1, 2013 through December 31, 2014 per blackout dates. The \$500 Wedding Credit, eligible bookings may extend to take after a Free Benefit Beginning Wedding or 6th Night including a wedding cake to accommodate a complete destination wedding at a pre-arranged time. The \$500 wedding credit selection must include the purchase of a wedding cake. The \$500 wedding credit cannot be applied towards accommodations, mandatory minister and government documentation fees, day passes and other non-wedding related items. The \$500 wedding credit must be applied prior to final payment. The credit of \$500 in Bonus Credits can be applied towards multiple pre-defined items, up to the maximum amount outlined, and cannot exceed a cumulative total of \$500. Each credit can only be redeemed once per stay, and non-transferable and any unused portion cannot be redeemed for cash. This offer can be changed or withdrawn at any time. The \$1,000 WeddingMoons® Credit is not applicable to Beaches at Yves. For more information and to view details for each of the Bonus Credit options, please visit [sandals.com](http://sandals.com) or [beaches.com](http://beaches.com) or contact 877-541-SDALS and speak to a representative in the Wedding Concierge, Sandals® and Beaches® and resorts or Bedrock, and are represented worldwide by The WeddingMoons, Inc. If you would like to be removed from our list, please email us at [tas@weddingmoons.com](mailto:tas@weddingmoons.com) or call (800) 428-9921 ext. 4152.



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May 22, 2013**

We are excited to announce that our award-winning Beaches® Turks & Caicos Resort Villages & Spa in Providenciales is growing with the addition of the **ALL-NEW Key West Luxury Village!**

**The new Key West Luxury Village will feature:**

- An additional 800 feet of the best that Grace Bay Beach has to offer
- Three new pools and a state-of-the-art fitness center
- Over 150 new rooms, suites and villas specifically designed for the way today's families live and travel
- Concierge or Butler service in all room categories
- Expansive one- and two-bedroom suites along with three- and four-bedroom villas—some with private plunge pools—a first for Beaches
- Convenient full kitchens in our top suites and villas
- Three additional gourmet restaurants—bringing Beaches Turks & Caicos' restaurant count to 19
- Beaches' Luxury Included® Family Vacation inclusions with unlimited land and water sports, dining, entertainment and quality service
- Visit [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village) for an exciting preview and rates



As Beaches Resorts celebrates its 'Sweet Sixteen' this year, we continue to invest in our product to ensure we are exceeding your expectations each and every day, and perhaps more importantly, that we exceed your clients' expectations. We sincerely thank you for your continued support and look forward to welcoming you to the Key West Luxury Village at Beaches Turks & Caicos this spring.

**Italian Village - Caribbean Village - French Village - **NEW** Key West Luxury Village**

For more information, call **1-800-BEACHES** • [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village)

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With Sandals' exclusive Stay At, Play At program, when you book a Luxury Included® Vacation at any Sandals® Resort in Saint Lucia, you enjoy three times the fun with full access and complimentary shuttles to the other two nearby Sandals properties. So whether you're seeking romance, relaxation or adventure, Sandals gives you more choices than any other resort. Because when you stay at Sandals, you play at the best resorts in the Caribbean.

## — Saint Lucia —

- Pristine beaches with stunning panoramic views
- The most romantic and exotic suites in the Caribbean
- Unobtrusive butler service in top-tier suites
- Dining at a total of 20 gourmet restaurants and unlimited premium brand drinks at 23 bars and lounges
- Access to nearby historic Fort Rodney
- An array of land and water sports, including unlimited scuba diving and unlimited rounds of golf at Sandals La Toc\*

## BOOK NOW SAVE UP TO 65%\*

ON RESORT ACCOMMODATIONS  
+ RECEIVE UP TO A  
\$355 AIRFARE CREDIT\*\*

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\*Complimentary shuttle from one resort to another. Car hire mandatory, but not included. \*\*Save up to 65% promotion is valid on a 3 night minimum stay on select accommodations for new bookings made by 4/11/14 or used by 12/31/14. Blackout dates may apply. \*\*The \$355 airfare credit can be used for new US air. Canadian bookings made new through 4/11/14, for travel through 12/31/14 are complete by 12/27/14 to all Sandals Resorts except the Sandals Royal Plantation. Travel Warrants new through December 27, 2014. Blackout dates apply. The \$355 airfare credit must be booked in conjunction with a four night or six inclusion vacation package, which includes a minimum 6 night night. Compensation rate when being from any city in the US or Canada and is only for any Sandals Resort. Limit of one \$355 airfare credit per traveler. Credit can be used for any Sandals property. For a refundable package, the \$355 airfare credit is in USD, applies to the base fare and excludes government taxes and fees, which must be paid at time of booking, and is only non-refundable. Maximum Sandals Select package occupancy per reservation is 20,000. Sandals Select points value of \$500 USD. Offer is combinable with Sandals Select Resorts point promotions or VerdePoint or complete. During Vacation, Inc. reserves the right to verify all accounts prior to issuing reservations. Limit on reservations per member. Double, triple, or more with the Sandals Select Membership account credit will be null and void. Baggage fees may not be included. Each person must be booked for the same night and itinerary cannot include voluntary stopovers. Cancellation of hotel booking will result in cancellation of all resort and airline tickets. Offer is combinable with other program savings promotions and combinable with any other air credit offers. Offer is subject to availability. Itinerary, promotional points, and may be changed or withdrawn at any time. Offer is applicable to group bookings. Other restrictions and limitations may apply. Sandals® is a registered trademark. During Vacation, Inc. is the authorized representative for Sandals Resorts. If you would like to be removed from our list, please email us at: [unsubscribe@sandals.com](mailto:unsubscribe@sandals.com) or call (800) 327-1991 ext. 4152.

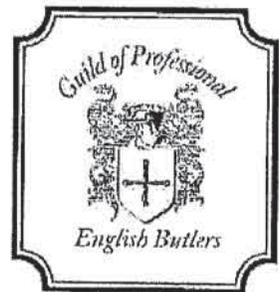
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A new standard of luxury and sophistication has arrived to Jamaica. The **All-Butler Village at award-winning Sandals® Grande Riviera** offers an entire romantic enclave solely dedicated to pampering guests. Every magnificent and intimate villa suite features unprecedented white-glove service and discreet butlers trained by the prestigious Guild of Professional English Butlers, who skillfully anticipate guests' every need. Here no request is too small or unattainable. **A personal butler is always only a phone call away.** The ultimate in indulgence just became a reality – the All-Butler Village at the Riviera Villas.

All Riviera Villa categories now include **butler service:**

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- Honeymoon St. Ann Poolside Butler Villa Estate
- St. Ann Poolside Butler Villa Estate
- Honeymoon Bougainvillea Hideaway Poolside One Bedroom Butler Villa Suite
- Bougainvillea Hideaway Poolside One Bedroom Butler Villa Suite
- Honeymoon Palm Breeze Estate Poolside One Bedroom Butler Villa
- Palm Breeze Estate Poolside One Bedroom Butler Villa
- Honeymoon Orchid Oceanview Poolside One Bedroom Butler Villa
- Tropical Paradise Estate Poolside One Bedroom Butler Suite
- Honeymoon Panoramic Ocean Vista Poolside One Bedroom Butler Suite
- Panoramic Ocean Vista Poolside One Bedroom Butler Suite
- Romeo & Juliet Honeymoon Sanctuary One Bedroom Butler Suite with Private Pool



For more information, call your Tour Operator or **1-800-SANDALS** or visit **sandals.com**

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# IT'S TIME TO HAVE A Sandals VIRTUAL WeddingMoons® PARTY

It's the peak of engagement season, and you've met hundreds of potential brides and grooms ready to book their destination wedding. Now what?

It's crucial to keep your agency top-of-mind during this important wedding planning stage, and what better way than to throw your clients a party...a Sandals® Virtual WeddingMoons® Party that is!

Hosted by Sandals' very own Director of Romance, your clients will receive all the hot tips and information that they need to know before they book a Sandals or Beaches® WeddingMoons® experience, and then **we'll hand it over to you** to make their dreams come true! Plus, we will have a **raffle of great prizes** and an exclusive booking incentive of up to a **\$250 Red Lane® Spa credit\*** for your clients that attend the party!

Your clients will have 2 dates to choose from:

- Monday, April 8 6:30pm - 7:30pm EDT
- Monday, April 15 6:30pm - 7:30pm EDT

Ready to get this party started? Follow these 5 easy steps to create a personalized invitation that you can send to your prospective weddings email distribution:

- |   |
|---|
| <b>Step 1:</b> Visit eMarketing Concierge (agents.e-travelbrochures.com). Login or register if this is your first visit.  |
| <b>Step 2:</b> Choose "Compose New Message" from the top menu bar.  |
| <b>Step 3:</b> Select "Virtual WeddingMoons® Party template" from the drop down menu. Preview email, scroll to bottom of page, and press "Next".  |
| <b>Step 4:</b> Your personal contact details and logo will appear above the creative. Add a personal message in the box to the left and include <a href="http://www.sandals.com/virtualparty">www.sandals.com/virtualparty</a> in your text, then press "Next". |
| <b>Step 5:</b> Review the final version, scroll to the bottom, and choose your method of distribution.  |

**We're proud to host this event in conjunction with you, our valued travel partner!**

For more information, contact your local Business Development Manager or call **1-800-48-SPECIAL**

\*Up to \$250 spa credit is applicable for new wedding bookings made within 14 days (including weekends) following the attended Virtual WeddingMoons® Party. Bookings cannot be entered within our system and rebooked. For bookings of 6 nights or more in a Concierge room category or higher, the incentive is a \$250 spa credit at any Sandals or Beaches Resort (not applicable for Grand Pineapple Beach Resorts). For bookings of 4 & 5 nights in a Concierge room category or higher, the incentive is a \$150 spa credit at Beaches Ocho Rios, Sandals Whitehouse, Sandals Royal Bahamian, Sandals Emerald Bay or Sandals La Jec. Travel Window in 2013: Sandals Resorts: Nov - December 20, 2013; Beaches Resorts: NOW - March 28, April 7 - November 27, Dec 3 - December 20, 2013. Travel Window in 2014: Sandals Resorts: Jan 6 - December 20, 2014; Beaches Resorts: Jan 6 - February 13, February 20 - April 15, April 23 - November 22, Dec 1 - December 20, 2014. This incentive is not combinable with any other travel or spa credit promotions. The spa credit has no cash value for ground services/credit. This incentive is valid for bookings made through a Tour Operator or Unique Vacations, Inc. However, the incentive will not appear on any voucher or confirmation, as this is an original promotion being offered. Also the spa credit is only available for services in the spa and does not include products, and we ask that you advise your clients accordingly. Sandals® and Beaches® are registered trademarks. Unique Vacations, Inc. is the affiliate of the worldwide representative of Sandals and Beaches Resorts. If you would like to be removed from our fax list, please email us at [taxenova@www.sandals.com](mailto:taxenova@www.sandals.com) or call (800) 327-1091 ext. 4162.

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At Sandals® Emerald Bay in the Bahamas, your clients will experience a Caribbean getaway designed for romance with:

- A spacious Love Nest Dream Suite – perfect for two people in love – with a private patio just steps from the most beautiful beach
- A premium cocktail while lounging in the poolside cabana
- Gourmet dining for two at a different restaurant every day of the week, including a French bistro and a crêperie
- Free° rounds of championship golf at the seaside, Greg Norman-designed course
- The service of a personal butler in a top-tier suite to help arrange lasting memories and romantic moments

Love Is All You Need  
 because everything else is included!

**DELTA**

BOARDING PASS

RECORD  
 GHS743

FROM  
 ATLANTA (ATL)

DATE  
 WEDNESDAY  
 SUNDAY

TO  
 GEORGETOWN (GGT)

PRICE \$478.90†  
 INCLUDING GOVERNMENT  
 IMPOSED TAXES AND FEES

**American Airlines®**

BOARDING PASS

RECORD  
 HFC6352

FROM  
 MIAMI (MIA)

DATE  
 MONDAY  
 WEDNESDAY  
 FRIDAY  
 SUNDAY

TO  
 GEORGETOWN (GGT)

PRICE \$406.90†  
 INCLUDING GOVERNMENT  
 IMPOSED TAXES AND FEES

**FOR A LIMITED TIME, RECEIVE UP TO \$555 IN INSTANT SAVINGS\* AND SAVE UP TO 65%\*\* ON RESORT ACCOMMODATIONS!**

**CALL YOUR TOUR OPERATOR OR 1-800-SANDALS • SANDALS.COM**

†Airfare rates are subject to availability, are in U.S. dollars, and include government imposed taxes and fees. Airfare baggage and other miscellaneous fees may apply. Airfares are accurate at time of printing. \*Limited time offer applicable for travel completed by 5/30/13. Clubs and cart additional. Certain restrictions apply. Offer may be changed or withdrawn at any time. For complete offer details visit [www.sandals.com](http://www.sandals.com). \*\*\$555 Instant Air Credit offer is valid for new US bookings, 6-night minimum stay, for a limited time made by 5/20/13, for travel now through 12/26/14. Blackout dates apply. \$335 Instant Air Credit offer is valid for new US bookings, 4- or 5-night stays, for a limited time made by 5/20/13, for travel now through 12/26/14. Blackout dates apply. \$555 Instant Air Credit offer must be booked in conjunction with an air-inclusive or land only vacation package, which includes a min. of 6-paid nights for travel now - 12/26/14 consecutive stay when flying from any city in the US. \$335 Instant Air Credit offer must be booked in conjunction with an air-inclusive or land only vacation package, which includes a min. 4 or 5-paid nights for travel now - 12/26/14 consecutive stay when flying from any city in the US. Limit of one \$555 or \$335 Instant Air Credit per booked room and up to two rooms allowed per booking. \$555 or \$335 Instant Air Credit offers are in USD, applied to the base fare and exclude government taxes and fees, which must be paid at time of booking and is fully non-refundable. Cancellation of hotel booking will result in cancellation of all associated airline tickets. Baggage fees may not be included. Both passengers must be booked for the same flight and itinerary cannot include voluntary stopovers. Offers are combinable with other consumer savings promotions; not combinable with any other air credit or instant savings offers. Maximum Sandals Select point redemption per reservation is 20,000 Sandals Select points valued at \$500.00 USD. Offer is combinable with Sandals Select Rewards point promotions or WorldPoint redemptions. Unique Vacations, Inc., reserves the right to verify all accounts prior to adjusting reservations. Limit one redemption reservation per member. Booking names must match the Sandals Select Membership account or it will be null and void. Offers are not applicable to group bookings. Other restrictions and limitations may apply. Not responsible for errors or omissions. \*\* Save up to 65% offer is valid on 3-night minimum stays in qualifying categories booked by 5/30/13 for travel now through 12/26/14. Offers may be changed or withdrawn at any time. Sandals® is a registered trademark. Unique Vacations, Inc., is the affiliate of the worldwide representative for Sandals Resorts. If you would like to be removed from our fax list, please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4132.

# ReTie the Knot Sandals

With our ReTie the Knot\* celebration, your clients can renew their promise of eternal love surrounded by family and friends on the Caribbean's most stunning beaches. Sandals® Resorts and Beaches® Resorts offer a multitude of breathtaking tropical settings to celebrate renewed commitments for couples all while enjoying MORE quality inclusions than any other resorts on the planet. At Sandals Resorts and Beaches Resorts, we believe lasting love deserves even MORE reasons to celebrate.



The ReTie the Knot\* celebration at any Sandals Resort or Beaches Resort includes the following highlights:

- Personal pre-travel ReTie the Knot planner
- Personal resort ReTie the Knot planner and dedicated team
- Ceremony musical accompaniment (pre-recorded)
- Celebration cake, bouquet and boutonniere
- 30-minute charming reception with sparkling wine and cold hors d'oeuvres for the ReTie the Knot couple and up to six guests
- Commemorative certificate and gift
- One (1) 5x7 honeymoon photograph
- Honeymoon dinner for the ReTie the Knot couple at a resort specialty restaurant with white-glove service and complimentary bottle of sparkling wine
- Decorated honeymoon room
- Mimosa breakfast-in-bed on a morning of your choice

*The Retie the Knot celebration is available for \$300—for clients who book 5 rooms or more, they will receive the package complimentary.*

**For more information, contact your Tour Operator or  
1-877-SANDALS | SANDALS.com**

\*The ReTie the Knot package is available for \$300 for all room categories for new bookings made after March 15, 2013 for travel beginning April 15, 2013. Includes a 3 stem orchid bouquet, single orchid bloom boutonniere, and a one-tier celebration cake plus additional amenities listed above. Complimentary for groups of 5 paid rooms or more; based on double occupancy. \$300 fee will be adjusted 45 days prior to arrival for contract groups and group code bookings. Maximum of (1) ReTie the Knot package per group. Offer only valid on new group contracts or group codes booked as of March 15, 2013. Honeymoon dinner for bride and groom may be scheduled to take place subsequent to day of ReTie the Knot. Complimentary upgrade excludes Butler category rooms, and based upon availability at time of booking for contract groups, or up to 60 days prior to arrival for group code booking. Certain restrictions and blackout dates may apply. Credit based on majority of the group night stay and given to the bride and groom. Private Pre-ReTie the Knot Celebration Dinner may be scheduled to take place prior to day of ReTie the Knot. A US \$15.00 per person or US\$20.00 per person surcharge for additional non-resort guests, exclusive of the Day Pass rate. Keepsake gift will be delivered to group leader prior to travel for distribution to guests. Offer is not combinable with certain promotions and price reductions. ReTie the Knot Group Package must be booked through Unique Vacations, Inc. Groups department via contract or group code. \$500 wedding credit and other wedding credit promotions are not applicable to ReTie the Knot package. All ReTie the Knot fees subject to change or can be withdrawn at any time. Offer not available at Sandals Caylene, Sandals® and Beaches® are registered trademarks. Unique Vacations, Inc. is the affiliate of the worldwide representative of Sandals Resorts and Beaches Resorts. If you would like to be removed from our fax list, please email us at [Innovative@uniquevacations.com](mailto:Innovative@uniquevacations.com) or call (800) 327-1991 ext. 4152.



**BOOK NOW!**

**OPENING  
May 22, 2013**

We are excited to announce that our award-winning Beaches® Turks & Caicos Resort Villages & Spa in Providenciales is growing with the addition of the **ALL-NEW Key West Luxury Village!**

**The new Key West Luxury Village will feature:**

- An additional 900 feet of the best that Grace Bay Beach has to offer
- Three new pools and a state-of-the-art fitness center
- Over 150 new rooms, suites and villas specifically designed for the way today's families live and travel
- Concierge or Butler service in all room categories
- Expansive one- and two-bedroom suites along with three- and four-bedroom villas—some with private plunge pools—a first for Beaches
- Convenient full kitchens in our top suites and villas
- Three additional gourmet restaurants—bringing Beaches Turks & Caicos' restaurant count to 19
- Beaches' Luxury Included® Family Vacation inclusions with unlimited land and water sports, dining, entertainment and quality service
- Visit [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village) for an exciting preview and rates



As Beaches Resorts celebrates its 'Sweet Sixteen' this year, we continue to invest in our product to ensure we are exceeding your expectations each and every day, and perhaps more importantly, that we exceed your clients' expectations. We sincerely thank you for your continued support and look forward to welcoming you to the Key West Luxury Village at Beaches Turks & Caicos this spring.

**Italian Village - Caribbean Village - French Village - **NEW** Key West Luxury Village**

For more information, call **1-800-BEACHES** • [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village)

Beaches® is a registered trademark and is represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at [faxremoval@uvl.sandals.com](mailto:faxremoval@uvl.sandals.com) or call (800) 927-1991 ext. 4152

## Sandals® Grande Antigua

# THE BEST BEACH IS FOUND AT THE WORLD'S MOST ROMANTIC RESORT

On an island of 365 beaches, **Sandals Grande Antigua** is located on the best one, Dickenson Bay. Harbored by a mile-long reef, the azurean waters are forever glass-calm and the powdery-soft sands a dazzling white. Antigua is known for its cooling tradewinds and regattas, and it's where tales of yore are still told about Admiral Lord Nelson. And with two spectacular resorts in one—the lush garden oasis of the Caribbean Grove and the sophisticated elegance of the six-star, all-suite Mediterranean Village—it really is the best of both worlds.

- Voted World's Most Romantic Resort 13 years in a row
- Unlimited land and water sports, including scuba diving\*
- Red Lane<sup>SM</sup> Fitness Center
- Red Lane<sup>SM</sup> Spa (services extra) offering Caribbean-inspired treatments
- Specialty dining at 11 restaurants serving exclusive Beringer<sup>SM</sup> Wines
- Exotic plunge-pool Rondoal suites & luxurious Ocean Villa Suites
- 373 rooms and suites; some suites offer 24-hour room service
- Butler service available in top-tier suits
- Mediterranean Village received the prestigious Six Star Diamond Award from The American Academy of Hospitality Sciences



\*For full details, visit us online or call 1-800-SANDALS. Sandals® is a registered trademark of our vacation line. © 2013 Sandals Resorts International. All rights reserved.

**Call your Tour Operator or 1-800-SANDALS • [sandals.com](http://sandals.com)**

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# ONE VACATION THREE RESORTS



**STAY AT 1 PLAY AT 3**

@ GRANDE ST. LUCIAN

@ LA TOC

@ HALCYON BEACH

*With Sandals' exclusive Stay At, Play At program, when you book a Luxury Included® Vacation at any Sandals® Resort in Saint Lucia, you enjoy three times the fun with full access and complimentary shuttles to the other two nearby Sandals properties. So whether you're seeking romance, relaxation or adventure, Sandals gives you more choices than any other resort. Because when you stay at Sandals, you play at the best resorts in the Caribbean.*

## — Saint Lucia —

- Pristine beaches with stunning panoramic views
- The most romantic and exotic suites in the Caribbean
- Unobtrusive butler service in top-tier suites
- Dining at a total of 22 gourmet restaurants and unlimited premium brand drinks at 22 bars and lounges
- Access to nearby historic Fort Rodney
- An array of land and water sports, including unlimited scuba diving<sup>^</sup> and unlimited rounds of golf at Sandals La Toc<sup>+</sup>

# BOOK NOW SAVE UP TO 65%\*

**ON RESORT ACCOMMODATIONS  
+ RECEIVE UP TO A  
\$355 AIRFARE CREDIT\*\***

## Sandals

SAINT LUCIA

**MORE QUALITY INCLUSIONS  
THAN ANY OTHER RESORTS ON THE PLANET**

**FOR MORE INFORMATION, CALL YOUR TOUR OPERATOR OR 1.800.SANDALS • SANDALS.COM**

\*Save up to 65% promotion is valid on a 3 night minimum stay on select accommodations on new bookings made by 05/31/14 or travel by 12/31/14. Blackout dates may apply. \*\*The \$355 airfare credit is valid on new US and Canada bookings made now through 5/31/14, for travel on or by 12/31/14 to all Sandals Resorts in Saint Lucia. Travel Wincase use through December 27, 2014. Blackout dates apply. The \$355 airfare credit must be booked in conjunction with a full, only or an inclusive vacation package, which includes a minimum 6 night consecutive stay when flying from any city in the US or Canada to a Sandals Resort. Limit of one \$355 airfare credit per traveler from any airline company per traveler. For an inclusive booking, the \$355 airfare credit is in USD, applicable to the fare from the origin as determined by our fees, which must be paid at time of booking and is fully non-transferable. Maximum Sandals Cruise package reservation per reservation is 20,000. Sandals Select price value is \$500 USD. Offer is combinable with Sandals Select package, premium or Week-End reservations. This offer is void where prohibited. Bookings must be made by the time the airfare is booked. The Sandals airfare credit includes voluntary deposits. Cancellation of travel booking will result in cancellation of all reservations unless noted. Offer is combinable with other promotions and discounts may apply. Bookings for other dates, 1503 resort, other resorts and night rates are not included. Complimentary ground transportation transfers. Carries no liability. Sandals® is a registered trademark. Ocean Vacations, Inc. is the affiliate of the with whom representative for Sandals Resorts. If you would like to be notified when our tax fee, please email us at: sandalstax@sandals.com or call 800.327.1091 ext. 4162.

# IT'S TIME TO HAVE A *Sandals* VIRTUAL WeddingMoons® PARTY

It's the peak of engagement season, and you've met hundreds of potential brides and grooms ready to book their destination wedding. Now what?

It's crucial to keep your agency top-of-mind during this important wedding planning stage, and what better way than to throw your clients a party...a Sandals® Virtual WeddingMoons® Party that is!

Hosted by Sandals' very own Director of Romance, your clients will receive all the hot tips and information that they need to know before they book a Sandals or Beaches® WeddingMoons® experience, and then **we'll hand it over to you** to make their dreams come true! Plus, we will have a **raffle of great prizes** and an exclusive booking incentive of up to a **\$250 Red Lane® Spa credit\*** for your clients that attend the party!

Your clients will have 4 dates to choose from:

- May 13 6:30pm Eastern – 7:30pm Eastern (5:30 CDT/3:30 PDT)
- May 16 7:00pm – 8:00pm Central (8pm EDT/5pm PDT)
- May 18 1:00pm – 2:00pm Central (2:00pm EDT/10am PDT)
- May 22 7:00pm – 8:00pm Central (8pm EDT/5pm PDT)

Ready to get this party started? Follow these 5 easy steps to create a personalized invitation that you can send to your prospective weddings email distribution:

- |   |
|---|
| <b>Step 1:</b> Visit eMarketing Concierge ( <a href="http://agents.e-travelbrochures.com">agents.e-travelbrochures.com</a> ), Login or register if this is your first visit.  |
| <b>Step 2:</b> Choose "Compose New Message" from the top menu bar.  |
| <b>Step 3:</b> Select "Virtual WeddingMoons® Party template" from the drop down menu. Preview email, scroll to bottom of page, and press "Next".  |
| <b>Step 4:</b> Your personal contact details and logo will appear above the creative. Add a personal message in the box to the left and include <a href="http://www.sandals.com/virtualparty">www.sandals.com/virtualparty</a> in your text, then press "Next". |
| <b>Step 5:</b> Review the final version, scroll to the bottom, and choose your method of distribution.  |

**We're proud to host this event in conjunction with you, our valued travel partner!**

For more information, contact your local Business Development Manager or call **1-800-48-SPECIAL**

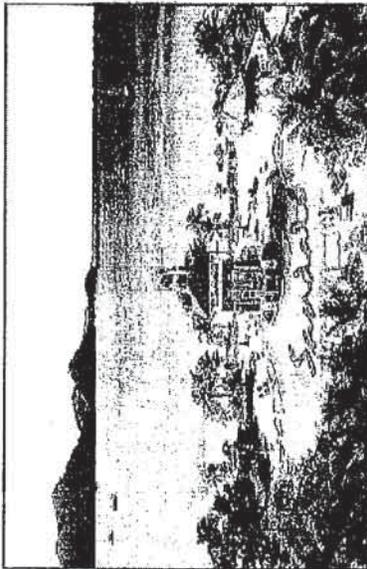
\*Up to \$250 spa credit is applicable for new wedding bookings made within 14 days (including weekends) following the attended Virtual WeddingMoons® Party. Bookings cannot be currently within our system and rebooked. For bookings of 6 nights or more in a Concierge room category or higher, the incentive is a \$250 spa credit at any Sandals or Beaches Resort (not applicable for Grand Pinesapple Beach Resort). For bookings of 4 & 5 nights in a Concierge room category or higher, the incentive is a \$150 spa credit at Beaches Ocho Rios, Sandals Whitehouse, Sandals Royal Bahamian, Sandals Emerald Bay or Sandals La Jolie. Travel Window in 2013: Sandals Resorts: Now - December 20, 2013; Beaches Resorts: NOW - March 28, April 7 - November 27, Dec 3 - December 20, 2013. Travel Window in 2014: Sandals Resorts: Jan 6 - December 20, 2014; Beaches Resorts: Jan 6 - February 13, February 20 - April 16, April 23 - November 27, Dec 1 - December 20, 2014. This incentive is not combinable with any other resort or spa credit promotions. The spa credit has no cash value for unused services/credit. This incentive is valid for bookings made through a tour operator or Unique Vacations, Inc. However, this incentive will not appear on any vouchers or itineraries, as this is an internal promotion being offered. Also the spa credit is only available for services in the spa and does not include products, and we ask that you advise your clients accordingly. Sandals® and Beaches® are registered trademarks. Unique Vacations, Inc. is the affiliate of the worldwide representative of Sandals and Beaches Resorts. If you would like to be removed from our list, please email us at [taxremoval@wv.sandals.com](mailto:taxremoval@wv.sandals.com) or call (800) 327-1001 ext. 4152.

# Saint Lucia

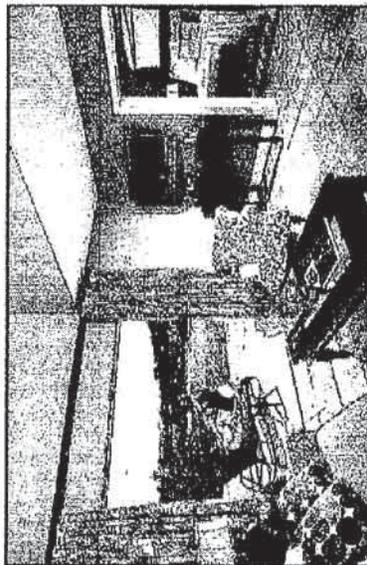
## STAY AT 1, PLAY AT 3

# Sandals

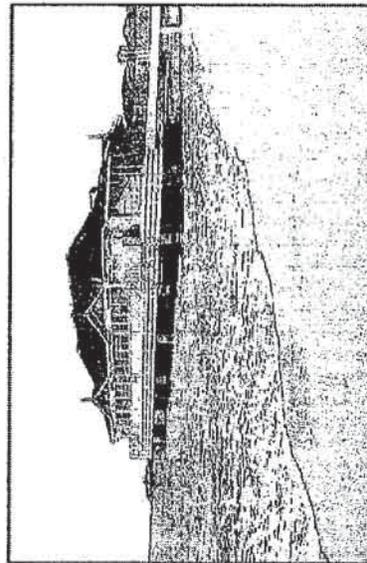
THE LUXURY INCLUDED VACATION



**Sandals Grande St. Lucia**  
CAPTIVATING LUXURY



**Sandals La Toc**  
ENCHANTING GLAMOUR



**Sandals Halcyon Beach**  
QUINTESSENTIAL CHARM

### EXPERIENCE ALL 3 SANDALS® RESORTS IN SAINT LUCIA

A true lover's paradise, Saint Lucia is one of the most romantic places on Earth. From playful palm trees along silky-sand beaches, to pristine waterfalls with an ancient volcano and miles of unspoiled rainforest, Saint Lucia casts a spell of romance at every turn. With our exclusive **Stay at 1, Play at 3** program, your clients will enjoy the

distinctive privilege of having three times the fun with more land and water sports to choose from as well as more restaurants, bars and entertainment. Whether it's a round of golf, a tennis match or simply a swim in a different pool, Sandals expands your horizons more than any other resorts on the planet.

For more information, call your Tour Operator or 1-800-SANDALS • [sandals.com](http://sandals.com)

Receive an  
**air credit**  
of up to **\$355\***  
— PLUS —  
**SAVE**  
up to **65%†**

\*Subject to availability. Offer requires purchase of a Sandals vacation package. Offer ends 12/31/14. See website for details. †Based on the lowest published rate for a Sandals vacation package. Excludes taxes, fees, and gratuities. Offer ends 12/31/14. See website for details. ††Based on the lowest published rate for a Sandals vacation package. Excludes taxes, fees, and gratuities. Offer ends 12/31/14. See website for details.

# TWO RESORT VACATIONS IN ONE EXTRAORDINARY LOCATION

At **Sandals® Grande Antigua Resort & Spa**, you can have the best of both worlds: the lush splendor of the Caribbean and the sophisticated ambiance of the Mediterranean. Quintessential island charm abounds in the Caribbean Grove, just steps from the sea, where the exotic Rondovals—suites-in-the-round—offer soaring 20-foot conical ceilings, private plunge pools and gated private gardens. The six-star, all-suite, all-oceanview Mediterranean Village will sweep you away with magnificent vistas and the Eastern Caribbean's largest pool, surrounded by villa suites with their own private plunge pools and butler service with a distinctly European style.

**One spellbinding island.  
Two spectacular resorts within one.  
It's the best of both worlds.**

- Voted World's Most Romantic Resort
- Located on the island's best beach, Dickenson Bay
- Unlimited land and water sports, including scuba diving\*
- Red Lane™ Fitness Center
- Red Lane™ Spa (services extra)
- Specialty dining at 11 restaurants serving exclusive Beringer™ Wines
- 373 rooms and suites; some suites offer 24-hour room service
- Butler service available in select room categories
- Mediterranean Village received the prestigious Six Star Diamond Award from The American Academy of Hospitality Sciences

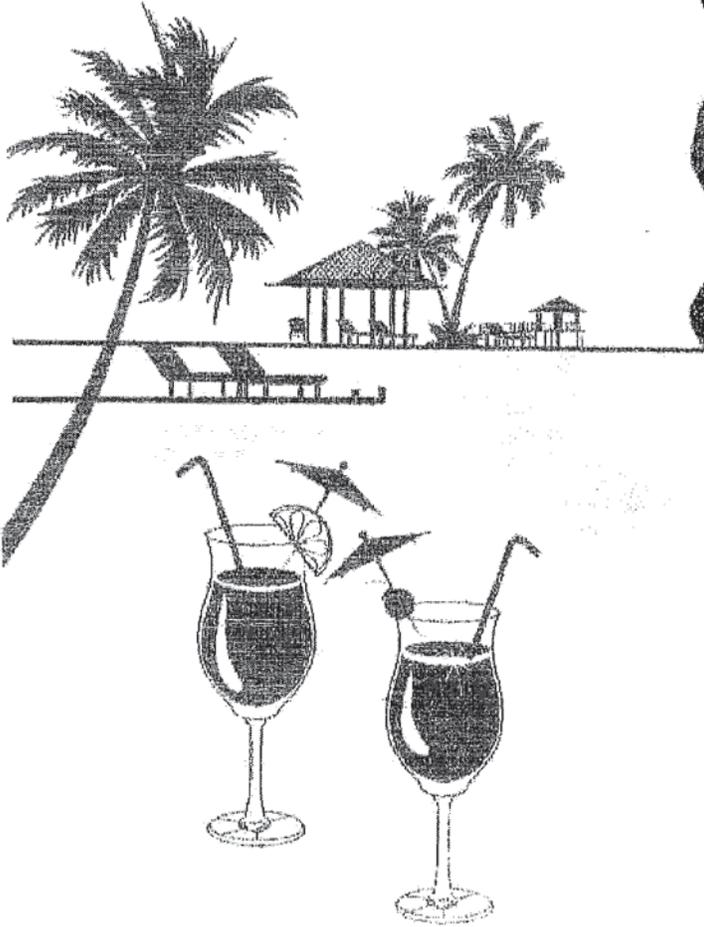
**Sandals**  
GRANDE ANTIGUA

\*For a full list of services, visit [www.sandals.com](http://www.sandals.com) or call 1-800-SANDALS. All services are subject to availability. ©2013 Sandals Resorts International. All rights reserved. No resale or other use without permission.

**Call your Tour Operator or 1-800-SANDALS • [sandals.com](http://sandals.com)**

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# FREE to explore, share & CONNECT!



Now at any Sandals® Resort in Jamaica, staying in touch with loved ones is easier than ever with the **FREE\*** More Quality Connections offer.

Guests who enjoy the perks of a **CONCIERGE** level room or higher get **FREE\*** WIFI Internet access throughout their vacation.

In addition, by downloading Sandals' **FREE\*** Unlimited Calling App to any iPhone®, Android™ phone or tablet, guests can enjoy unlimited voice calls to the USA, Canada and the United Kingdom\*.

Staying connected and staying social is just another way Sandals Resorts gives guests more.

**FOR MORE INFORMATION, CALL YOUR TOUR OPERATOR OR 1.800.SANDALS • SANDALS.COM**

\*The Free WIFI program and Free Long Distance Phone Calls program are available ONLY to Sandals Resorts guests in Jamaica staying in a concierge room category and above. Free WIFI will be available after 3/15/13 and will be a basic, low-speed internet service. Premium, high-speed internet will be made available at an additional cost. The Free Long Distance Phone Call program will be available 6/20/13 and will only be available through the use of the Sandals Resorts App on guests' personal smartphones or tablets. App will be available for download on Apple App Store and Android Market at no cost. Program NOT available with use of in-room phone. Free long distance phone calls ONLY to the U.S., Canada and to UK landlines, as well as local calls to Jamaica. Sandals® is a registered trademark and is represented worldwide by Unique Vacations, Inc. If you would like to be removed from our list please email us at [txremoval@uniquevacations.com](mailto:txremoval@uniquevacations.com) or call (800) 327-1991 ext. 4152.

**GROUP  
EXHIBIT C**

**GROUPS**  
BY  
*Sandals*



# GROUPS RECEIVE A **FREE\* ROOM!**

Whether your clients are celebrating a destination wedding, a long awaited family reunion or an important corporate event, we have the resort that's right for them along with a great offer— **for every five paid rooms, groups receive one free\* room!**

**Valid at the following Luxury Included<sup>SM</sup> Resorts:**

- Sandals Grande Riviera Beach & Villa Golf Resort
- Sandals Whitehouse European Village & Spa
- Sandals Montego Bay
- Sandals Emerald Bay, Great Exuma, Bahamas
- Sandals Royal Bahamian Spa Resort & Offshore Island
- Sandals Grande Antigua Resort & Spa
- Beaches Ocho Rios Resort & Golf Club

**BOOK NOW!**

This offer applies to new groups booked February 12, 2013 through April 12, 2013 for travel now through December 31, 2015.

For more information, contact the Groups Department at Unique Vacations, Inc.

Call. **1-800-327-1991 ext. 46172** Email: [groups@uvi.sandals.com](mailto:groups@uvi.sandals.com)  
[sandals.com/groups](http://sandals.com/groups) & [beaches.com/groups](http://beaches.com/groups)

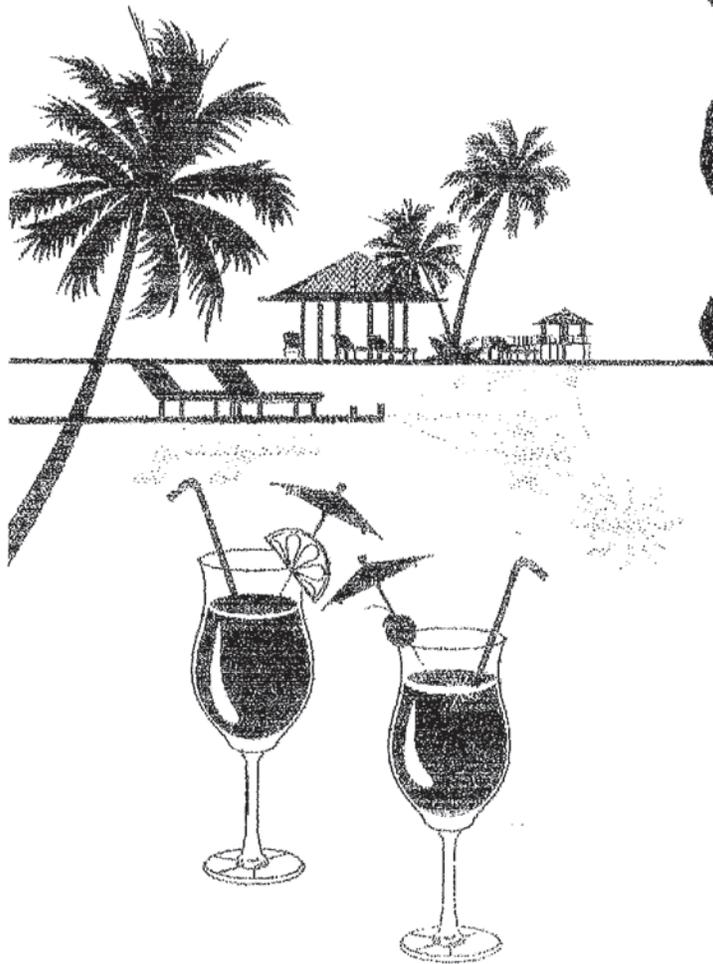
*Sandals*  
THE LUXURY INCLUDED<sup>SM</sup> VACATION

*Beaches*  
Resorts for Everyone  
by Sandals

JAMAICA • ANTIGUA • SAINT LUCIA • BAHAMAS • TRINIDAD & TOBAGO

\*6th room free with 5 paid rooms; based on double occupancy. Three night minimum stay. Maximum of (3) three complimentary rooms per group. Offer valid on new group bookings made February 12, 2013 through April 12, 2013 for travel beginning now and completed by December 31, 2015. Blackout dates apply: Sandals Grande Riviera, Sandals Whitehouse, Sandals Montego Bay, Sandals Emerald Bay, Sandals Royal Bahamian and Sandals Grande Antigua: 12/27/13-1/1/14, 12/27/14-1/1/15, 12/27/15-1/1/16; Beaches Ocho Rios: 3/24/13-4/5/13, 11/24/13-12/1/13, 12/23/13-12/31/13, 4/13/14-4/24/14, 11/23/14-11/30/14, 12/22/14-12/31/14, 3/23/15-4/9/15, 11/22/15-11/29/15, 12/21/15-12/31/15. Complimentary and staff rooms do not count toward total paid rooms. Offer subject to availability and may be changed or withdrawn at any time without prior notice. Sandals<sup>SM</sup> and Beaches<sup>SM</sup> are registered trademarks, and are represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4152.

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Staying connected and staying social is just another way Sandals Resorts gives guests more.

**FOR MORE INFORMATION, CALL YOUR TOUR OPERATOR OR 1.800.SANDALS • SANDALS.COM**

\*The Free WIFI program and Free Long Distance Phone Calls program are available ONLY to Sandals Resorts guests in Jamaica staying in a concierge room category and above. Free WIFI will be available after 3/15/13 and will be basic, low-speed internet service. Premium, high-speed internet will be made available at an additional cost. The Free Long Distance Phone Call program will be available 6/20/13 and will only be available through the use of the Sandals Resorts App on guests' personal smartphones or tablets. App will be available for download on Apple App Store and Android Market at no cost. Program NOT available with use of in-room phone. Free long distance phone calls ONLY free to the U.S., Canada and to UK landlines, as well as local calls to Jamaica. Sandals® is a registered trademark and is represented worldwide by Unique Vacations Inc. If you would like to be removed from our fax list please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4152.

**Sandals**  
THE LUXURY INCLUDED\* VACATION

GET *Happy* IN JAMAICA  
at Sandals® & Beaches® Resorts



GET HAPPY IN JAMAICA, MON!

Practice your island accent in the land of sun, sand, and sea! It's easy to get happy when greeted by a smiling face, the good vibes, and a great deal for enjoying the happy-go-lucky spirit of Jamaica. Chill out with a limited-time only offer and receive one free night\* on every six nights stay or longer. "Every-ting" will be all right with this amazing offer from Sandals Resorts and Beaches Resorts.

RECEIVE A **FREE NIGHT\*** AT  
Sandals & Beaches Resorts in Jamaica

\*Free night offer on a 6-night minimum stay at Sandals Montego Bay, Sandals Royal Caribbean, Sandals Grande Riviera, Sandals Negril, Sandals Whitehouse, and Beaches Negril, in specific room categories. Valid on new bookings made now through 3/15/13 for travel now - 12/26/13. Blackout dates apply. Offers are combinable with other consumer savings promotions; however, "free night" offers are not combinable. Offers are combinable with Sandals Select Points. Blackout dates apply. Offer may not be applicable for group bookings. Offers may be changed or withdrawn at any time. Sandals® and Beaches® are registered trademarks. Unique Vacations, Inc. is the worldwide representative for Sandals and Beaches Resorts. If you would like to be removed from our fax list, please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 Ext. 4152

ALL-INDULGENCE, ALL-THE-TIME  
introducing the  
**ALL-BUTLER VILLAGE**



A new standard of luxury and sophistication has arrived to Jamaica. The **All-Butler Village** at **award-winning Sandals® Grande Riviera** offers an entire romantic enclave solely dedicated to pampering guests. Every magnificent and intimate villa suite features unprecedented white-glove service and discreet butlers trained by the prestigious Guild of Professional English Butlers, who skillfully anticipate guests' every need. Here no request is too small or unattainable. **A personal butler is always only a phone call away.** The ultimate in indulgence just became a reality – the All-Butler Village at the Riviera Villas.

All Riviera Villa categories now include **butler service:**

- Honeymoon Estate Poolside Butler Villa
- Honeymoon St. Ann Poolside Butler Villa Estate
- St. Ann Poolside Butler Villa Estate
- Honeymoon Bougainvillea Hideaway Poolside One Bedroom Butler Villa Suite
- Bougainvillea Hideaway Poolside One Bedroom Butler Villa Suite
- Honeymoon Palm Breeze Estate Poolside One Bedroom Butler Villa
- Palm Breeze Estate Poolside One Bedroom Butler Villa
- Honeymoon Orchid Oceanview Poolside One Bedroom Butler Villa
- Tropical Paradise Estate Poolside One Bedroom Butler Suite
- Honeymoon Panoramic Ocean Vista Poolside One Bedroom Butler Suite
- Panoramic Ocean Vista Poolside One Bedroom Butler Suite
- Romeo & Juliet Honeymoon Sanctuary One Bedroom Butler Suite with Private Pool



For more information, call your Tour Operator or **1-800-SANDALS** or visit **sandals.com**

Sandals® is a registered trademark and is represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4152.

# IT'S TIME TO HAVE A *Sandals* VIRTUAL WeddingMoons® PARTY

It's the peak of engagement season, and you've met hundreds of potential brides and grooms ready to book their destination wedding. Now what?

It's crucial to keep your agency top-of-mind during this important wedding planning stage, and what better way than to throw your clients a party...a Sandals® Virtual WeddingMoons® Party that is!

Hosted by Sandals' very own Director of Romance, your clients will receive all the hot tips and information that they need to know before they book a Sandals or Beaches® WeddingMoons® experience, and then **we'll hand it over to you** to make their dreams come true! Plus, we will have a **raffle of great prizes** and an exclusive booking incentive of up to a **\$250 Red Lane® Spa credit\*** for your clients that attend the party!

Your clients will have 2 dates to choose from:

- Monday, March 11, 6:30pm - 7:30pm EST
- Monday, March 25, 6:30pm - 7:30pm EST

Ready to get this party started? Follow these 5 easy steps to create a personalized invitation that you can send to your prospective weddings email distribution:

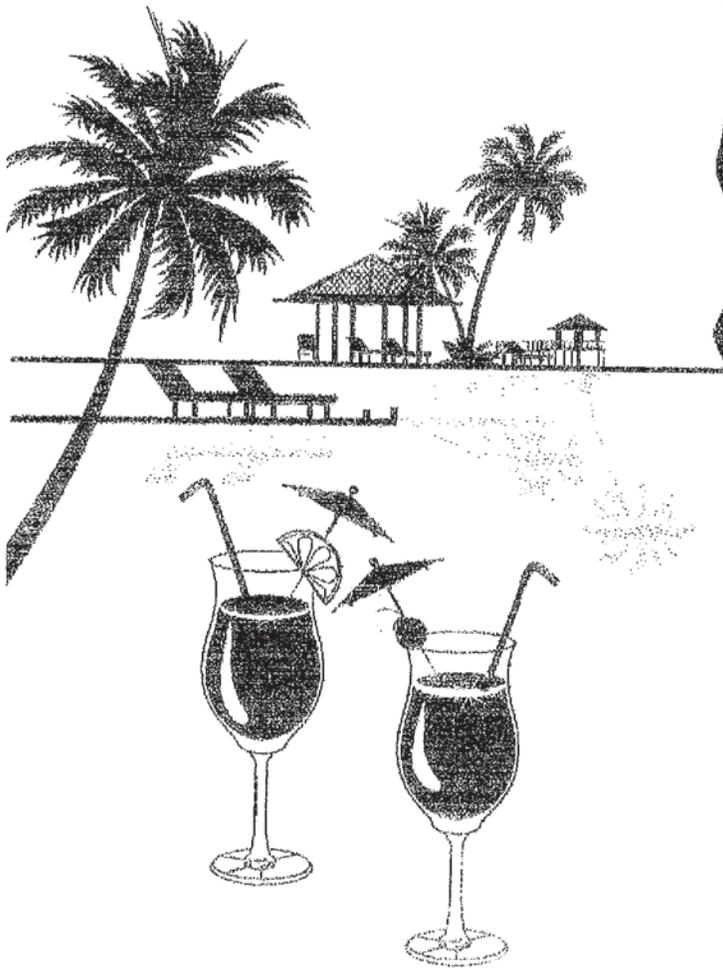
- |   |
|---|
| <b>Step 1:</b> Visit eMarketing Concierge (agents.e-travelbrochures.com). Login or register if this is your first visit.  |
| <b>Step 2:</b> Choose "Compose New Message" from the top menu bar.  |
| <b>Step 3:</b> Select "Virtual WeddingMoons® Party template" from the drop down menu. Preview email, scroll to bottom of page, and press "Next".  |
| <b>Step 4:</b> Your personal contact details and logo will appear above the creative. Add a personal message in the box to the left and include <a href="http://www.sandals.com/virtualparty">www.sandals.com/virtualparty</a> in your text, then press "Next". |
| <b>Step 5:</b> Review the final version, scroll to the bottom, and choose your method of distribution.  |

**We're proud to host this event in conjunction with you, our valued travel partner!**

For more information, contact your local Business Development Manager or call **1-800-48-SPECIAL**

\*Up to \$250 spa credit is applicable for new wedding bookings made within 14 days (including weekends) following the attended Virtual WeddingMoons® Party (bookings cannot be currently within our system and rebooked). For bookings of 6 nights or more in a Concierge room category or higher, the incentive is a \$250 spa credit at any Sandals or Beaches Resort (not applicable for Grand Pineapple Beach Resorts). For bookings of 4 & 5 nights in a Concierge room category or higher, the incentive is a \$150 spa credit at Beaches Ocho Rios, Sandals Whitehouse, Sandals Royal Bahamian, Sandals Emerald Bay or Sandals La Jolla. Travel Window in 2013: Sandals Resorts: Nov - December 20, 2013; Beaches Resorts: Nov - February 17, February 24 - March 28, April 7 - November 27, Dec 3 - December 20, 2013. Travel Window in 2014: Sandals Resorts: Jan 6 - December 20, 2014; Beaches Resorts: Jan 6 - February 13, February 20 - April 16, April 23 - November 22, Dec 1 - December 20, 2014. This incentive is not combinable with any other resort or spa credit promotions. The spa credit has no cash value for unused services/credit. This incentive is valid for bookings made through a Tour Operator or Unique Vacations, Inc. However, this incentive will not appear on any voucher or confirmation, as this is an internal promotion being offered. Also the spa credit is only available for services in the spa and does not include products, and we ask that you advise your clients accordingly. Sandals® and Beaches® are registered trademarks, and are represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4152.

# FREE to explore, share & CONNECT!



Now at any Sandals® Resort in Jamaica, staying in touch with loved ones is easier than ever with the **FREE\*** More Quality Connections offer.

Guests who enjoy the perks of a **CONCIERGE** level room or higher get **FREE\*** WIFI Internet access throughout their vacation.

In addition, by downloading Sandals' **FREE\*** Unlimited Calling App to any iPhone®, Android™ phone or tablet, guests can enjoy unlimited voice calls to the USA, Canada and the United Kingdom\*.

Staying connected and staying social is just another way Sandals Resorts gives guests more.

**FOR MORE INFORMATION, CALL YOUR TOUR OPERATOR OR 1.800.SANDALS • SANDALS.COM**

\*The Free WIFI program and Free Long Distance Phone Calls program are available ONLY to Sandals Resorts guests in Jamaica staying in a concierge room category and above. Free WIFI will be available after 3/15/13 and will be basic, low-speed internet service. Premium, high-speed internet will be made available at an additional cost. The Free Long Distance Phone Call program will be available 6/20/13 and will only be available through the use of the Sandals Resorts App on guests' personal smartphones or tablets. App will be available for download on Apple App Store and Android Market at no cost. Program NOT available with use of in-room phone. Free long distance phone calls ONLY free to the U.S., Canada and to UK landlines, as well as local calls to Jamaica. Sandals® is a registered trademark and is represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list please email us at [faxremoval@uvi.sandals.com](mailto:faxremoval@uvi.sandals.com) or call (800) 327-1991 ext. 4152.

LIMITED TIME ONLY!

Beaches  
Negril Resort & Spa by Sandals

THE ULTIMATE  
FAMILY VACATION



Voted #1 "World's Best Hotels for Families"



Book by April 11<sup>th</sup> and enjoy incredible savings and a Luxury Included<sup>®</sup> Family Vacation experience for everyone at the award-winning Beaches<sup>®</sup> Negril Resort & Spa in Jamaica!

RESORT HIGHLIGHTS:

- Voted #1 "World's Best Hotels for Families" by *Travel + Leisure* magazine and one of the "Top Caribbean Hotels" by *TripAdvisor.com*
- Located on Negril's famous Seven-Mile Beach
- 7 Restaurants and 6 bars serving premium brand beverages including Beringer<sup>®</sup> Wines
- 3 pools, 3 whirlpools and a Pirates Island Waterpark with 11 slides
- Unlimited land and water sports including stand-up paddle boarding and snorkeling
- "Very Important Kids" (V.I.K.) Camp with nannies accredited by the International Nanny Association
- *The Caribbean Adventure with Sesame Street<sup>®</sup>*
- Teen & tween programs including the Xbox Play Lounge
- And MORE!

**SAVE** up to **65%\***  
on resort accommodations, plus receive up to a  
**\$335 AIRFARE CREDIT\*\***

For more information, call your tour operator or 1-800-BEACHES • beaches.com

\*Save up to 65% promotion is valid on 3 night minimum stays in select categories for new bookings made by 4/11/14 for travel through 2/28/15. Blackout dates apply. Promotions are accurate at time of printing and are subject to change, exceptions, cancellations and restrictions. Not responsible for errors or omissions. \*\*The \$335 air credit offer is valid for new US and Canadian bookings of 6 nights or longer in select categories made prior to 4/11/14 for travel through 2/28/15. For details regarding how and when to use the \$335 air credit for all Beaches Resorts. Blackout dates apply: 03/08/15-03/09/15, 03/15/15-03/16/15, 03/22/15-03/23/15, 03/29/15-03/30/15 for Beaches Resorts and 05/25/15-05/26/15, 06/01/15-06/02/15 for Beaches Negril and Beaches Turks & Caicos. Maximum Sandals Select points redeemable per reservation is 20,000 Sandals Select points valued at \$500 USD. Offer is combinable with Sandals Select Rewards points promotions at participating resorts. Uricle Vacations, Inc. reserves the right to verify all accounts prior to flight and is subject to availability through promotional period. Offer may be changed or withdrawn at any time. Offer is applicable to group bookings. Offer restrictions and limitations may apply. Beaches is a registered trademark of Uricle Vacations, Inc. is the sole voice representative of Beaches Resorts. If you would like to be removed from our fax list, please email us at [axremoval@uriclevacations.com](mailto:axremoval@uriclevacations.com) or call (855) 327-5555 ext. 4152.



# EXCLUSIVE TRIPLE POINT SALE!

**LIMITED TIME ONLY**

Sandals® Select Members who travel to the following Sandals or Beaches® Resorts on stays of 5 nights or longer in select room categories over select travel dates will be credited with **triple value\*** of their existing Sandals Select points on the new booking.

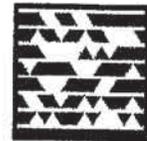
**Resorts include:**

- |                          |                           |                        |
|--------------------------|---------------------------|------------------------|
| Sandals Negril           | Sandals Whitehouse        | Sandals Grande Antigua |
| Sandals Montego Bay      | Sandals Royal Bahamian    | Beaches Ocho Rios      |
| Sandals Royal Caribbean  | Sandals La Toc            | Beaches Negril         |
| Sandals Grande Riviera   | Sandals Grande St. Lucian | Beaches Turks & Caicos |
| Sandals Royal Plantation | Sandals Halcyon Beach     |                        |

**Booking Window:** Feb. 25, 2013 - Mar. 17, 2013

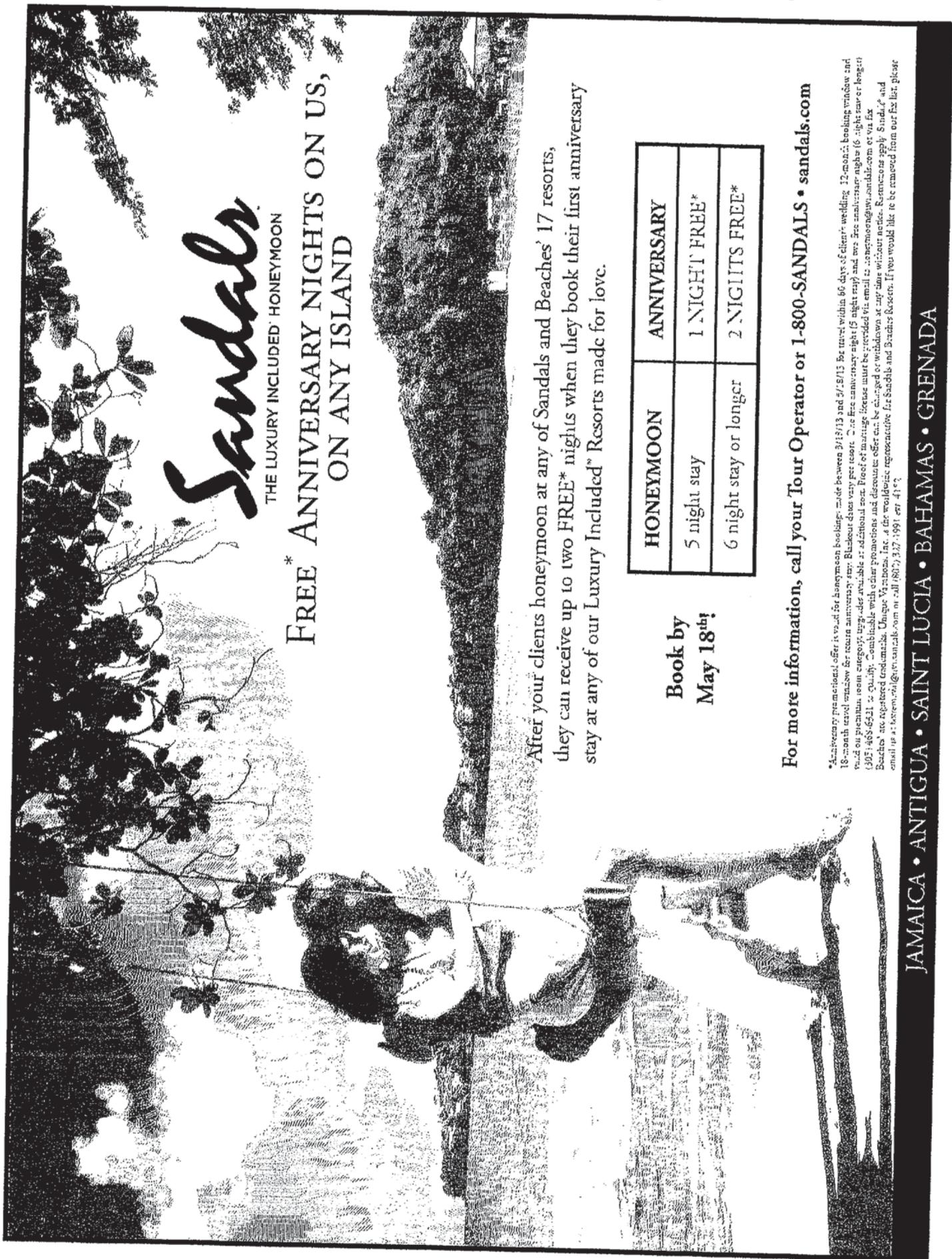
**Promotion Code:** SBTV13

Scan for full offer details:



**CALL 1-800-NOW-4SSG FOR MORE INFORMATION OR VISIT WWW.SANDALS.COM/SPECIALS/TRIPLE-POINTS-OFFER.CFM**

\*SBTV13 is valid on new bookings made between the dates of February 25, 2013 – March 17, 2013 for select travel dates on stays of 5 paid nights or longer in select room categories at select Sandals & Beaches resorts. The maximum number of points that will be tripled is 10,000 points. Combinable with other resort offers, but non-combinable with other point promotions and discounts including the Military discount and IAFF (Firefighters) discount. Past guests who sign up for SSCG will be able to use enrollment bonus points towards the offer, but they do not get to use the points from their current stay. Only existing SSCGs get this benefit. Not applicable to groups. Blackout dates apply. All non-SSCGs on resort who wish to enroll in the Sandals Select Program and book using the promo should be allowed. All guests with existing bookings who wish to take advantage of the promotion should be allowed. These must not be cancelled but labeled with discount code \*SBTV13T. Please be advised that if you are adding promo SBTV13 to an existing booking you will also need to adjust the SSCG points to 10,000 points maximum on the booking. Please do not add more than 10,000 points into the account. The remaining points will be placed into the client's account and will not be tripled. Redemption restriction: Guests are only allowed to use the total number of points tripled towards their booking (maximum 10,000), those who wish to take advantage of this promotion are not allowed to use other points in their account in addition to the tripled points. This offer is capacity controlled and can be withdrawn without notice. Not responsible for omissions or errors. Sandals® and Beaches® are registered trademarks, and are represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at faxremoval@uvi.sandals.com or call 1-800-327-1991, ext. 4152.



# Sandals

THE LUXURY INCLUDED HONEYMOON

**FREE\* ANNIVERSARY NIGHTS ON US,  
ON ANY ISLAND**

After your clients honeymoon at any of Sandals and Beaches' 17 resorts, they can receive up to two FREE\* nights when they book their first anniversary stay at any of our Luxury Included™ Resorts made for love.

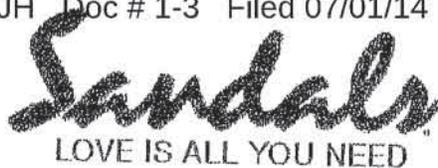
**Book by  
May 18<sup>th</sup>!**

HONEYMOON	ANNIVERSARY
5 night stay	1 NIGHT FREE*
6 night stay or longer	2 NIGHTS FREE*

**For more information, call your Tour Operator or 1-800-SANDALS • sandals.com**

\*Anniversary promotion offer is valid for honeymoon bookings made between 9/15/13 and 3/31/15 for travel within 90 days of client's wedding. 12-month booking window and 18-month travel window for return anniversary stay. Blackout dates vary per resort. One free anniversary night (5 night stay) and two free anniversary nights (6 night stay or longer) valid on packages, room category, length of stay, and availability at additional cost. Proof of marriage license must be provided via email to: honeymoon@sandals.com or via fax: (302) 463-6621 or publicly. Combines with other promotions and discounts offer can be changed or withdrawn at any time without notice. Reservations apply. Sandals,® and Beaches™ are registered trademarks. Unique Vacations, Inc. is the worldwide representative for Sandals and Beaches Resorts. If you would like to be removed from our list, please email us at: [optout@sandals.com](mailto:optout@sandals.com) or call (802) 327-9991 ext. 4152.

**JAMAICA • ANTIGUA • SAINT LUCIA • BAHAMAS • GRENADA**



# LIMITED TIME OFFER

## \$1,000 WeddingMoons® Credit

### Introducing the new, exclusive \$1,000 WeddingMoons® Credit offer!

Sandals® Resorts and Beaches™ Resorts continue to give your clients the choice and flexibility when designing the perfect Caribbean wedding. During this exclusive promotional period, your clients can receive the current \$500 Wedding Credit, plus an additional \$500 in Bonus Credit to apply towards enhancing their WeddingMoon® experience!

# \$500 WEDDING\* CREDIT

TOWARDS YOUR CUSTOMIZED DESTINATION WEDDING



# \$500 IN BONUS\* CREDIT

TO ENHANCE YOUR WEDDINGMOONS® EXPERIENCE

### Mix + Match from the selections below to enhance their WeddingMoons® experience:

APPLY UP TO \$100  
IN BONUS CREDIT TOWARDS:

- Island Routes Catamaran Cruise
- PADI Discover Scuba Diving Course
- Private Beach Cabana

APPLY UP TO \$400\*\*  
IN BONUS CREDIT TOWARDS:

- Wedding Minister and Government Fees

APPLY UP TO \$200  
IN BONUS CREDIT TOWARDS:

- Honeymoon Highlights Video
- Anniversary Stay

APPLY UP TO \$500  
IN BONUS CREDIT TOWARDS:

- Room Upgrade

Book between February 8, 2013 and June 30, 2013  
for weddings March 1, 2013 – December 31, 2014

Call you Tour Operator  
or 1-877-SANDALS | [sandals.com](http://sandals.com)

For full details visit [sandals.com/tas](http://sandals.com/tas) or contact Inside Sales at 1-800-48-SPECIAL

\*Up to \$200 bonus credit applicable towards Wedding Minister and Government Fees at all Sandals Resorts and up to \$400 bonus credit applicable towards Wedding Minister and Government Fees at all Beaches Resorts. The \$1,000 WeddingMoons® Credit promotion is applicable only for new WeddingMoons of 6 nights or longer in all room categories booked between February 8, 2013 through June 30, 2013 for travel dates 1, 2013 through December 31, 2014 (no blackout dates). For the \$500 Wedding Credit, eligible bookings must elect to take either (1) a Free Decided Package Wedding, or (2) a \$500 wedding credit that can be applied to: destination, mandatory minister and government documentation fees, day passes and other non-Wedding related items. The \$500 wedding credit must be applied pre-travel and prior to final payment. The choice of \$500 in Bonus Credits can be applied towards multiple pre-defined items, up to the maximum amount outlined, and can not exceed a cumulative total of \$500. Each credit can only be redeemed once per guest, and only the wedding minister and government fees bonus credit can be requested pre-travel. All credits within the \$1,000 WeddingMoons® credit are applicable only to the bride and groom, have no cash value, are non-transferable and any unused portion cannot be redeemed for cash. This offer can be changed or withdrawn at any time. The \$1,000 WeddingMoons® Credit is not applicable to Renewal of Vows. For more information and to view details for each of the Bonus Credit options, please visit [sandals.com](http://sandals.com) or [beaches.com](http://beaches.com) or contact 877-SANDALS and speak to a representative in the Wedding Concierge, Sandals® and Beaches® the masterful handbooks and all reproduction work by Island Vacations, Inc. If you would like to be removed from our list, please email us at [islandvacations@sandals.com](mailto:islandvacations@sandals.com) or call (800) 527-1954 ext. 7152.

# Sandals

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FREE\* ANNIVERSARY NIGHTS ON US,  
ON ANY ISLAND

After your clients honeymoon at any of Sandals and Beaches' 17 resorts, they can receive up to two FREE\* nights when they book their first anniversary stay at any of our Luxury Included® Resorts made for love.

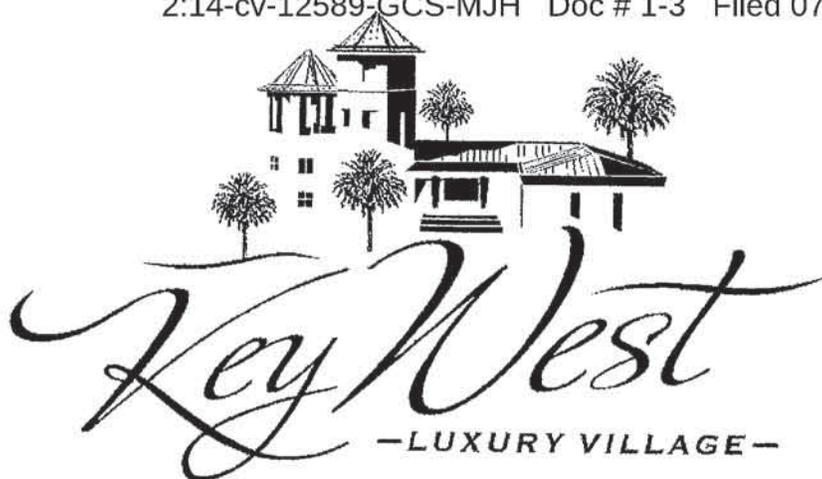
Book by  
May 18<sup>th</sup>!

HONEYMOON	ANNIVERSARY
5 night stay	1 NIGHT FREE*
6 night stay or longer	2 NIGHTS FREE*

For more information, call your Tour Operator or 1-800-SANDALS • [sandals.com](http://sandals.com)

\*Anniversary promotional offer is valid for honeymoon bookings made between 9/15/13 and 5/18/15 for travel within 60 days of client's wedding. 12-month booking window and 18-month travel window for ocean cruises only. Blackout dates vary per resort. Free anniversary night (5 night stay) and two free anniversary nights (6 night stay or longer) valid on ocean cruises only. See website for details. Proof of marriage license must be provided via email to [honeymoon@sandals.com](mailto:honeymoon@sandals.com) or via fax (905) 468-6621 to qualify. \*Combines with other promotions and discounts offer can be changed or withdrawn at any time without notice. Reservations apply. Sandals® and Beaches® are registered trademarks. Unique Vacations, Inc. is the worldwide representative for Sandals and Beaches Resorts. If you would like to be removed from our list, please email us at [feedback@sandals.com](mailto:feedback@sandals.com) or call (800) 337-1991 ext. 4192.

JAMAICA • ANTIGUA • SAINT LUCIA • BAHAMAS • TURKS & CAICOS • GRENADA



**BOOK NOW!**

**OPENING  
May 22, 2013**

We are excited to announce that our award-winning Beaches® Turks & Caicos Resort Villages & Spa in Providenciales is growing with the addition of the **ALL-NEW Key West Luxury Village!**

**The new Key West Luxury Village will feature:**

- An additional 900 feet of the best that Grace Bay Beach has to offer
- Three new pools and a state-of-the-art fitness center
- Over 150 new rooms, suites and villas specifically designed for the way today's families live and travel
- Concierge or Butler service in all room categories
- Expansive one- and two-bedroom suites along with three- and four-bedroom villas—some with private plunge pools—a first for Beaches
- Convenient full kitchens in our top suites and villas
- Three additional gourmet restaurants—bringing Beaches Turks & Caicos' restaurant count to 19
- Beaches' Luxury Included® Family Vacation inclusions with unlimited land and water sports, dining, entertainment and quality service
- Visit [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village) for an exciting preview and rates

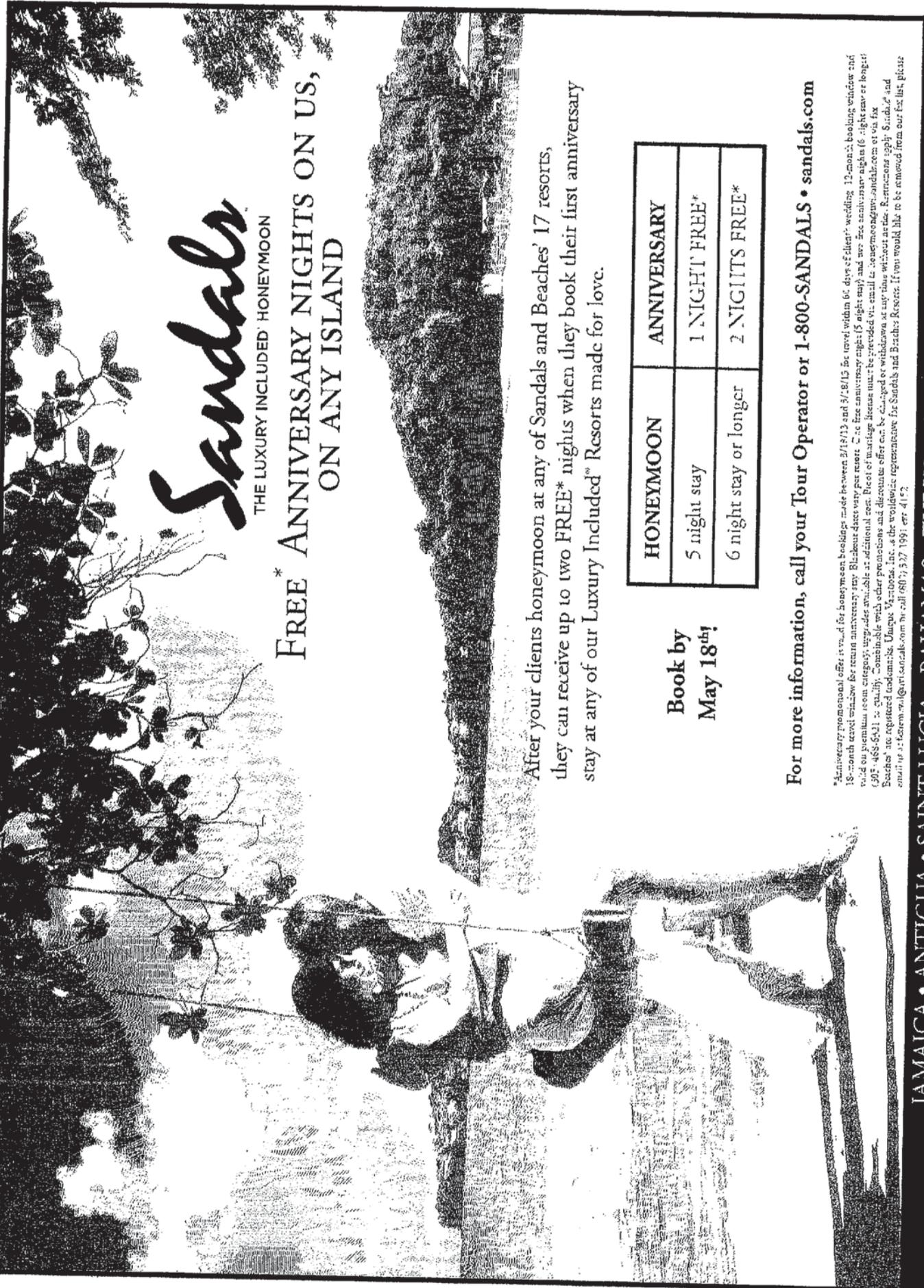


As Beaches Resorts celebrates its "Sweet Sixteen" this year, we continue to invest in our product to ensure we are exceeding your expectations each and every day, and perhaps more importantly, that we exceed your clients' expectations. We sincerely thank you for your continued support and look forward to welcoming you to the Key West Luxury Village at Beaches Turks & Caicos this spring.

**Italian Village - Caribbean Village - French Village - **NEW** Key West Luxury Village**

For more information, call **1-800-BEACHES** • [www.beaches.com/key-west-village](http://www.beaches.com/key-west-village)

Beaches® is a registered trademark and is represented worldwide by Unique Vacations, Inc. If you would like to be removed from our fax list, please email us at [fax-removal@uniquevacations.com](mailto:fax-removal@uniquevacations.com) or call (800) 327-1991 ext. 4152.



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ON ANY ISLAND**

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**Book by  
May 18<sup>th</sup>!**

<b>HONEYMOON</b>	<b>ANNIVERSARY</b>
5 night stay	1 NIGHT FREE*
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**For more information, call your Tour Operator or 1-800-SANDALS • sandals.com**

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**JAMAICA • ANTIGUA • SAINT LUCIA • BAHAMAS • TURKS & CAICOS • GRENADA**

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- |   |
|---|
| <b>Step 1:</b> Visit eMarketing Concierge (agents.e-travelbrochures.com). Login or register if this is your first visit.  |
| <b>Step 2:</b> Choose "Compose New Message" from the top menu bar.  |
| <b>Step 3:</b> Select "Virtual WeddingMoons® Party template" from the drop down menu. Preview email, scroll to bottom of page, and press "Next".  |
| <b>Step 4:</b> Your personal contact details and logo will appear above the creative. Add a personal message in the box to the left and include <a href="http://www.sandals.com/virtualparty">www.sandals.com/virtualparty</a> in your text, then press "Next". |
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**EXHIBIT E**

Our Resorts are... **MEGA FAMTASTIC!**



Experience firsthand a **Luxury Included®** Vacation at **Sandals®** and **Beaches®** Resorts. Our 2-1/2 hour Marketing Forum features our latest additions including our spectacular new properties in Grenada and Barbados; plus, lets you wine and dine at up to 19 specialty restaurants and see the breathtaking beaches and luxurious accommodations for yourself. More importantly, you'll take home the enthusiasm, confidence, and knowledge to grow your business!

With 2 itineraries and 20 private charters, you have several options to choose from. Space is limited! To reserve your spot go to [www.sandals.com/tas](http://www.sandals.com/tas) and click "attend an event."

**ITINERARY 1**

**Sandals Emerald Bay Golf, Tennis & Spa Resort**  
 Great Exuma, Bahamas  
**Beaches Turks & Caicos Resort Villages & Spa**  
 Providenciales, Turks & Caicos  
**Sandals Grande Antigua Resort & Spa**  
 St. John's, Antigua

GATEWAYS	DATES
Baltimore	September 23 - 25
Cleveland	October 7 - 9
Miami	December 2 - 4
Charlotte	December 6 - 8
Westchester	December 11 - 13
Chicago	December 15 - 17

**ITINERARY 2**

**Sandals Royal Bahamian Spa Resort & Offshore Island**  
 Nassau, Bahamas  
**Beaches Turks & Caicos Resort Villages & Spa**  
 Providenciales, Turks & Caicos  
**Sandals LaSource Grenada Resort & Spa**  
 St. George's, Grenada

GATEWAYS	DATES
Boston	September 2 - 4
New York City (JFK)	September 6 - 8
Newark	September 11 - 13
Rochester	September 15 - 17
FL Lauderdale	September 19 - 21
Montreal	October 3 - 5
Atlanta	October 11 - 13
Orlando	October 15 - 17
Dallas	October 20 - 22
Houston	October 24 - 26
Nashville	October 29 - 31
Chicago	November 13 - 15
Philadelphia	November 17 - 19
Toronto	November 21 - 23

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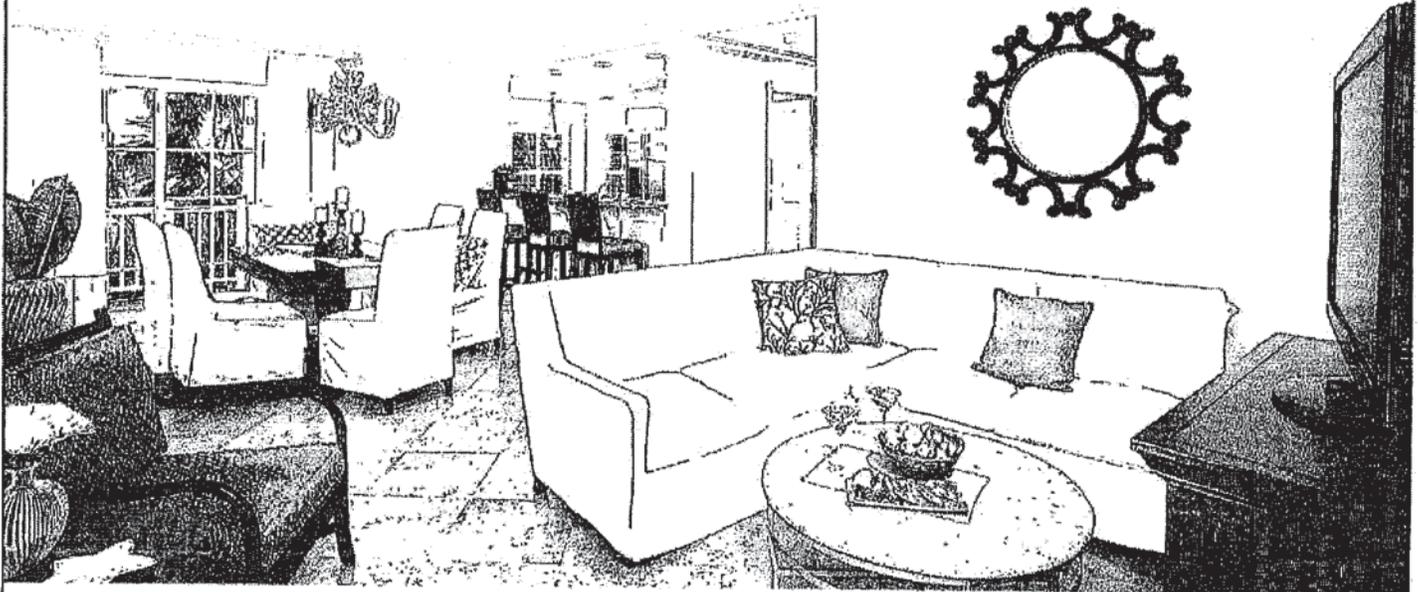
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