## HOLLAND AMERICA LINE ALASKA CRUISE AND TRAVEL SHOW SWEEPSTAKES

## **OFFICIAL RULES**

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

## OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING FLORIDA AND NEW YORK) AND THE DISTRICT OF COLUMBIA, AGE 18 OR OLDER. VOID IN FL AND NY AND WHERE PROHIBITED.

1. **HOW TO ENTER:** The entry period for the Alaska Cruise and Travel Show Sweepstakes (the "Sweepstakes"), sponsored by Holland America Line N.V. ("Sponsor"), begins at 12:01 a.m. Pacific Time ("PT") on January 2, 2023, and ends the earlier of 3:30 pm PT on March 18, 2023 <u>or</u> when the Event (defined below) capacity is reached (the "Entry Period"). Maximum capacity is 2000.

To enter, during the Entry Period, Eligible Entrants (defined below) may enter by: (i) registering for the Holland America Line Alaska Cruise and Travel Show event, scheduled to take place on March 18, 2023 from 9:00 am – 5:00 pm PT, at the Bell Harbor International Conference Center at Pier 66 2211 Alaskan Way Seattle, WA 98121 USA (the "Event") and (ii) having a verified attendance at the Event (via check in). Registration can be completed in advance at www.alaskatravelshow.com/seattle (the "Website") beginning January 2, 2023, or on-site at check-in Event on the day of the Event. By completing a registration and attending the Event in person, an Eligible Entrant will receive one (1) entry in the Sweepstakes. Individual must ensure the QR code on their Event ticket is scanned upon entry into the Event in order to ensure that their attendance is confirmed. If for any reason an individual enters and attends the Event without their QR code being scanned, they will not receive an entry into the Sweepstakes. If for any reason an entrant's ticket was not scanned upon entry into the Event, they can visit the Event registration desk and ask for their QR code tickets to be scanned for admission (and therefore entry). Event capacity is limited. There is no cost to register for or attend the Event. Limit: one (1) entry per person/email address throughout the Entry Period. Normal time rates, if any, charged by Internet service provider (or mobile provider, if entrant uses a mobile device to enter) will apply. Proof of registering or attending the Event does not constitute proof of entry. Entry times will be determined using Sponsor's computer, which will be the official clock for the Sweepstakes. No purchase or payment of any kind is necessary to enter or win the Sweepstakes.

2. ELIGIBILITY: The Sweepstakes is open only to individual persons who as of the date of entry are legal residents of the United States (excluding Florida and New York) or the District of Columbia and are 21 years of age or older ("Entrants" or "Eligible Entrants"). Entrants may be required to show proof of eligibility. Employees of Holland America Line N.V. ("Sponsor"), its parent companies, subsidiaries, affiliates, distributors, and advertising and promotion agencies (all of the foregoing, the "Sweepstakes Entities"), and such employees' immediate family and household members, are not eligible to enter or win. Void in Florida, New York, U.S. territories, outside the U.S., and where prohibited by law. In the event of a dispute regarding an entry associated with an online registration, such registration will be deemed made by the authorized account holder of the e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Sponsor's decision is final in deciding the identity of an entrant.

- 3. **WINNER SELECTION:** During the Event, Sponsor or its agent or representative (the "Presenter") will randomly select one (1) entry (a "Potential Winner") from among all eligible entries received as of the time of the drawing. There will be a total of seven (7) drawings conducted at various times during the Event (the "Drawing(s)"). Entrants do not need to be present at the time of the Drawing in order to be eligible to win. Odds of winning depend on the total number of eligible entries received up to the point/time of drawing. Non-winning entries from one drawing roll over to subsequent Drawings, but once an entry is pulled as a Potential Winner, it will not be included in subsequent Drawings.
- 4. PRIZE CLAIM CONDITIONS: The Potential Winners will be announced during the Event on March 18, 2023 and will also subsequently be notified by e-mail at the email address provided at time of registration ("Winner Notification"). Before being declared an official "Winner," all Potential Winners are subject to verification and will be required to complete, sign and return to Sponsor, within ten (10) days of the send date on the Winner Notification, an Affidavit of Eligibility and Publicity/Liability Release, which among other things, releases the Sweepstakes Entities from any liability in connection with this Sweepstakes or the use, misuse, awarding or possession of any prize and all information required for tax reporting, as applicable, in order to claim his/her Prize.

If a Potential Winner fails to complete, sign and return to Sponsor the Affidavit of Eligibility and Publicity/Liability Release (where permitted by law) within the required time period, or if any attempted notification or prize delivery is returned as undeliverable, if the Potential Winner refuses to accept the prize as awarded, or if Sponsor determines that a Potential Winner fails to meet the eligibility requirements or is otherwise not in compliance with these Official Rules, the Potential Winner may be disqualified and an alternate Potential Winner may be selected, in Sponsor's sole discretion. Once verified, a Potential Winner will be referred to as a "Winner."

Guests of Winners may also be required to sign an Affidavit/Release prior to ticketing and within time frame specified by Sponsor. Each Potential Winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. All prizes claimed will be awarded. Unclaimed prizes may not be awarded.

- 5. **PRIZES:** A total of seven (7) prizes are available to be won. Each Winner will be awarded one (1) of the following prizes (collectively, "Prize(s)"), *either*:
  - (a) One (1) seven- (7) day Holland America Line Alaska cruise for the Winner and one (1) guest round-trip from Seattle, WA in May, June, August, or September 2023 <u>or</u>
  - (b) One (1) seven- (7) day Holland America Line Alaska cruise for the Winner and one (1) guest round-trip from Vancouver, BC, Canada in May, June, August, or September 2023.

Each Winner will select (a) and (b) as their first and/or second choice Prize. Such Prizes are subject to availability and there is no guarantee that a Winner will receive their first choice Prize and waives all liability related to not receiving their first choice.

All prizes are inclusive of taxes, fees, & port expenses. Approximate Retail Value ("ARV") of each prize: \$3,828 USD.

Total ARV of all Prizes in the Sweepstakes: \$26,796 USD. Winner of cruise prizes must travel together with his/her guest on the same itinerary. Each cruise Prize consists of stateroom accommodations for the Winner and one (1) guest, sharing accommodations of one stateroom. The stateroom will be assigned by Sponsor, in Sponsor's sole discretion. All expenses and costs associated with the acceptance or use of a Prize that are not expressly specified in these Official Rules as being part of a Prize (including without limitation airfare or other transportation to or from cruise ship/point of embarkment/disembarkment, hotel accommodations, shore excursions, travel insurance, laundry service, spa treatments, alcoholic beverages, alternative dining options, local and long distance telephone calls, ship to shore communications including Internet usage, merchandise and souvenirs,

incidental expenses, tips and gratuities, personal onboard expenses and applicable passport, visa and entry/exit fees) are the responsibility of the Winner and guest.

All reservations and cruise arrangements including, without limitation, the dates and times, are subject to availability (as determined solely by Sponsor), and restrictions such as blackout dates including holidays may apply. **WINNER MUST CRUISE IN MAY, JUNE, AUGUST, OR SEPTEMBER OF 2023; no alternate cruise dates are available.** If for any reason a Winner cannot travel and/or cruise in the dates specified, such Winner shall forfeit the Prize and no replacement prize will be awarded. Sponsor reserves the right to refuse to embark any Winner or guest, at any time if, in the sole opinion of Sponsor, a Winner or guest is unfit for any reason for the cruise. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any acts or omissions whatsoever by cruise operators or any other persons providing any prize-related services or accommodations. Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged cruise tickets or gift cards will not be replaced or exchanged.

Ship's registry: The Netherlands. Prizes are provided subject to the Holland America Line Cruise Contract and applicable terms and conditions set forth in the applicable Holland America Line brochure and on <u>www.hollandamerica.com</u>. Prizes are non-transferable, non-refundable, non-negotiable for cash, and may not be resold; cruise and Prizes cannot be used as partial payment toward a different Holland America Line cruise, cruisetour or stateroom category other than that assigned, or used in conjunction with any other offer or promotion. Winner and guest are NOT eligible for Holland America Line air/sea programs or Holland America Line's Cancellation Protection Plan program.

No substitution of a Prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a Prize or Prize component of equal or greater value for any reason. A Prize will be awarded only to the Winner with a residential address within the fifty (50) United States (excluding FL and NY) or DC. Winners will be solely responsible for all applicable federal, state and local income taxes (if any) and any applicable withholdings connected with receipt of a Prize, the use and enjoyment of Prize, or any other connection with this Sweepstakes unless otherwise required by law or unless this requirement is waived by the Sponsor in its sole discretion. As a condition of accepting a Prize, Winners agree to furnish to Sponsor any requested information needed for tax reporting, including a Form W-9, and understands that such information must be received by Sponsor before or at the time any Prize is issued to or booked on behalf of such Winner. Winner will receive an IRS Form 1099 for the actual value of the prize awarded. The actual value of any Prize depends on market conditions at time of fulfillment. Any difference between ARV and actual value will not be awarded. Winners must confirm with Sponsor their intent to travel on the cruise Prize at least 60 days prior to the departure of such cruise and all cruises must be booked at least 45 days prior to the departure of such cruise. If Winner's guest under 21, he or she must be accompanied a parent, guardian or chaperone that is at least 21 years old and responsible for their care during the cruise. Winners and guests are responsible for providing proper citizenship documentation to travel, which may include passports, valid alien registration card and/or necessary visas. In addition, Winners and guests are responsible for obtaining and providing proof of any and all required (either by applicable government, port or Sponsor's own) Covid-19 or any other vaccination or health protocols in advance or at time of boarding (originally or after any excursion) the cruise vessel, at Winners/guests sole cost ("Health/Vaccine Protocols & Documentation"). Those without proper citizenship documentation and Health/Vaccine Protocols & Documentation will be denied boarding. Each traveler must check with his/her travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at www.travel.state.gov. Travelers of all ages are strongly encouraged to obtain passports. Sponsor will not be responsible if Winner/guest are denied entry onto ship, into various ports during the cruise, or return entry into departure point. In such a situation, the Winner/guest will be responsible for any and all additional costs incurred. Prize elements may not be separated. Prizes will be awarded provided each is validly claimed by the date specified in the Prize award notification. Winner/guest must obey all ship and cruise rules and requirements, and failure to follow such rules and requirements may result in, without limitation, forfeiture of all or part of the prize.

- 6. **PUBLICITY RELEASE:** Entry constitutes a grant of permission to Sweepstakes Entities, and those they may designate from time to time, to use the entrant's or Winner's name, likeness (including without limitation photographs and/or recordings of the entrant or Winner), voice and biographical information, for purposes of trade, publicity or promotion and any other purpose, in all media and formats whether now known or later developed, throughout the world in perpetuity, without any notice, permission or compensation (except where prohibited by law). Sponsor may in its discretion create and disseminate blog posts and other informational accounts of the Prize trip and the activities of the Winner and guest in connection with the trip, and by entering each entrant consents to the same.
- 7. GENERAL CONDITIONS: Sweepstakes Entities, and the successors, assigns and agents of each of the foregoing, and each of their respective directors, officers, employees, contractors, agents and representatives (collectively, the "Released Parties") are not responsible for, and will have no liability for, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, postage-due mail, incorrect or inaccurate capture of entries or entry information, loss of or damage to entries or entry information, or any other human or technical errors of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will have no liability for, undeliverable e-mails resulting from any form of active or passive email filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. The Released Parties are not responsible for, and will have no liability for, any damage to any computer or computer system resulting from participation in or accessing or downloading information in connection with this Sweepstakes. The Released Parties are not responsible for, and will have no liability for, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause any postponement or cancellation of any prize component or event. Sponsor is not responsible for and shall not have any liability for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes or in the announcement of any prize. In no event will more than the number of prizes stated in these Official Rules be awarded.

Use of any macro, "bot" or other automated system or mechanism to submit entries is prohibited. Sponsor, in its sole discretion, may disqualify any individual who Sponsor determines or believes has tampered with the entry process, cheated, or otherwise undermined or attempted to undermine the legitimate operation of the Website or the Sweepstakes or acted in a manner or has engaged in conduct that is intended or likely to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend all or part of this Sweepstakes should a virus, bug, technical failure or problem, entrant fraud or misconduct or other cause(s) beyond the reasonable control of Sponsor, in Sponsor's determination, corrupt the administration, integrity, security or proper operation of the Sweepstakes. In the event of termination of the Sweepstakes, a notice will be posted on the Website and a random drawing to award the prizes may be conducted from among all eligible entries received prior to the time of termination, in Sponsor's sole discretion. All federal, state and local laws and regulations apply. All entries become the property solely of Sponsor and will not be returned. By participating in this Sweepstakes, entrants agree (i) to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects;

and (ii) that the Released Parties have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a Winner make any false statement(s) in any document referenced above, the Winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY AND RELEASES: THE RELEASED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR LOSS TO PERSON OR PROPERTY OR ANY OTHER LIABILITY DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO THE OPERATION OF THIS SWEEPSTAKES, ANY PERSON'S PARTICIPATION IN THIS SWEEPSTAKES, AND/OR THE ACCEPTANCE, POSSESSION, RECEIPT, USE AND/OR MISUSE OF ANY PRIZE OR PRIZE COMPONENT. BY ENTERING, ENTRANTS AGREE TO RELEASE AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING OUT OF THE OPERATION OF THIS SWEEPSTAKES, THE ENTRANT'S PARTICIPATION IN THIS SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, RECEIPT, USE AND/OR MISUSE OF ANY PRIZE OR PRIZE COMPONENT (INCLUDING WITHOUT LIMITATION ANY PRIZE-RELATED TRAVEL), AND/OR USE OF THE WINNER'S NAME, LIKENESS, VOICE AND/OR BIOGRAPHICAL INFORMATION AS PERMITTED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR LIABILITY RELATING TO LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY AND/OR DEATH, PERSONALITY, PRIVACY RIGHTS OR DEFAMATION.

ENTRANTS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED, OR CLAIMED TO BE CAUSED, BY PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, RECEIPT OR USE OF ANY PRIZE OR PRIZE COMPONENT.

9. PRIVACY: Entrants agree that personal data provided to the Sponsor or any Sweepstakes Entities in connection with this Sweepstakes, including name, address, telephone number and email address may be processed, stored or otherwise used within the context of administering the Sweepstakes. Sponsor may also give you the option to receive other marketing communications from Sponsor at the time of check-in/entry/registration. Personal data will be transferred to the United States and entrants consent to the data transmission, processing and storage of this personal data in the United States. Sponsor takes its data privacy/protection obligations seriously and entrants have the right to enquire as to how their data is being processed by writing to the Sponsor. Information collected from entrants will also be treated in accordance with Sponsor's privacy notice which can be viewed at <u>www.hollandamerica.com</u>. By entering the Sweepstakes, each Entrant consents to the collection and use of their personal data as permitted pursuant to the privacy notice and this Section 9 (and in the event of any conflict, the privacy notice shall prevail).

- 10. **DISPUTES:** Except where prohibited by law, by entering the Sweepstakes, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, or the conduct of the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Washington, USA, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, USA. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Washington, USA, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising out of these Official Rules.
- 11. **WINNER LIST:** For the first name, surname initial, city/state of the Winners, available after April 19, 2003, send an email to <u>alaska\_events@hollandamerica.com</u> with subject line: Alaska Cruise and Travel Show Seattle Sweepstakes Winner List.
- SPONSOR: Holland America Line N.V., Seattle, Washington, USA.
  2023 HAL Alaska Travel Show sweeps/SEA (US)
  2022.8.02

Error! Unknown document property name.