

SEABOURN CRUISE LINE “#SEASTHEMOMENT SWEEPSTAKES” OFFICIAL RULES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS "#SEASTHEMOMENT SWEEPSTAKES" ("SWEEPSTAKES") IS GOVERNED BY THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES AND CANADA ONLY (EXCLUDING QUEBEC) AND WILL BE GOVERNED BY U.S. AND CANADIAN LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE.

- 1. ELIGIBILITY:** The #SeasTheMoment Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, and Canada (excluding Quebec), who have reached 21 years of age or older as of January 17, 2022. Void elsewhere, in Quebec and where prohibited. All employees of Seabourn Cruise Line Limited ("Sponsor"), its advertising and promotion agencies, and each of their respective parent companies, divisions, affiliates, subsidiaries, or agents (collectively, "Sweepstakes Entities") and their immediate families (defined as spouse, child, sibling, parent, or grandparent; whether biological, adopted, step or in-law) or household members are not eligible. Sponsor reserves the right to verify eligibility qualifications of winner.
- 2. HOW TO ENTER:** Sweepstakes entry period begins at 12:00 a.m. Pacific Time (PT) on January 17, 2022 and ends at 11:59 p.m. PT on April 18, 2022 (the "Entry Period"). To enter online, visit <https://www.seabournmoments.com/> (the "Sweepstakes Website") and follow the on-screen entry instructions to provide your full name, mailing address, date of birth and email address (which must remain the same throughout the Sweepstakes including the prize awarding/verification period. There is a limit of one Sweepstakes entry per person and per e-mail address. Individuals may not enter more than once using a different email. Sponsor reserves the right to void all entries made through any script, macro, robotic, automatic, mechanical, programmed or similar duplication method. Any attempt by the Entrant and/or its respective family/friends to enter more than the number of times authorized herein, using multiple names and/or email addresses, and/or systematic entering from the same IP address, and/or any other fraudulent mechanism, as determined by the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify the Entrant in Sponsor's reasonable discretion. Please see Sponsor's privacy policy at https://www.seabourn.com/en_US/legal-privacy-us/privacy-policy.html for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Sponsor is not responsible for lost,

late, incomplete, damaged, or misdirected entries, whether caused by entrants, or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Sponsor is not responsible for any failure of the Sweepstakes Website during the Sweepstakes Period, including any technical malfunction of any computer online systems, servers, access providers, computer equipment, software, failure of any email or entry to be received on account of traffic congestion on the Internet or at the Sweepstakes Website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes. Sponsor reserves the right, in its sole discretion to modify, cancel or suspend this Sweepstakes should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the game. In the event of cancellation, Sponsor will randomly award the prize from among all eligible, non-suspect entries received prior to cancellation. Should a dispute arise regarding the identity of the entrant, the authorized account holder of the e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential Winner may be requested to provide Sponsor with proof that such potential Winner is the authorized account holder of the email address associated with the winning entry.

- 3. WINNER SELECTION:** One potential winner will be determined in a random drawing on or around May 2, 2022 at 450 3rd Avenue West, Seattle, WA 98119 from among all eligible entries received. Odds of winning depend on the number of eligible entries received. Sponsor's decisions are final and binding in all respects. In order to be declared a winner, if a Canadian resident is selected as the potential winner, such Canadian resident must correctly answer a time limited mathematical skill-testing question ("Canadian Skill Question"). The potential winner will be notified by email on or about May 9, 2022 ("Winner Notification"). The Winner Notification will include an Affidavit/Declaration of Eligibility, Liability Release, Publicity Release (where legal) and information on the Canadian Skill Question if potential winner is a Canadian resident (collectively "Prize Verification Documents"). Such Prize Verification Documents must be completed, signed, notarized (if so directed) and returned within five (5) business days of Winner Notification send date. If the Winner Notification or prize or any prize correspondence is returned as non-deliverable; or if any required Prize Verification Documents are not completed, signed and returned within the time framed required; or if potential winner is determined to be ineligible or otherwise not in compliance with these Official Rules; or if potential Canadian winner fails to correctly answer the Canadian Skill Question, such potential winner may be disqualified and forfeit any claim to the prize.

In such case, Sponsor reserves the right but not the obligation to award the prize to an alternate winner selected at random from the remaining eligible entries, and follow the same winner verification process set forth herein. One verified, the potential winner shall be referred to as the "Winner."

4. **GRAND PRIZE:** One (1) Grand Prize will be awarded (the "Prize") consisting of one (1) Seabourn cruise for the Winner and one (1) guest, sharing one suite and departing in 2022. Winner may choose from any 2022 Seabourn voyage of seven (7) days or less, departing in 2022, excluding itineraries on Seabourn Venture and Seabourn Pursuit, and subject to availability at time of booking (the "Cruise").

The Winner and his/her guest must travel together on the same itinerary. The Cruise consists of accommodations in a single suite for the Winner and one (1) guest. The suite category will be determined by Sponsor in its sole discretion. All regular meals, standard beverages and onboard entertainment, as well as taxes, government fees and port expenses associated with cruise fare are included in the Prize. Any other expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the Prize, including without limitation, ground transportation to/from port, air transportation, hotel accommodations, shore excursions, travel insurance, laundry service, spa treatments, premium alcoholic beverages, local and long distance telephone calls, ship to shore communications including Internet usage, merchandise and souvenirs, incidental expenses, personal onboard expenses and applicable passport, visa and entry/exit fees) are the responsibility of the Winner. Ships' registry: Bahamas. Winner and Guest agree to comply with all applicable Cruise regulations, the Seabourn Contract and applicable terms and conditions set forth in the Seabourn brochure. Winner and guest must individually read, accept and sign the Cruise Contract and the Covid-19 Risk Acceptance on his/her own behalf and on behalf. These documents are required for boarding. In addition, Winner and guest must comply with any vaccination/health/safety requirements imposed by law and/or by Sponsor during the Cruise or as a condition to embarking or disembarking at any port. Winner may elect to use the approximate retail value stated in these Official Rules for the Grand Prize (\$10,000 USD/\$12,500 CAD) as partial payment toward a booking for a Seabourn cruise of eight (8) days or greater rather than booking the offered seven- (7-) day cruise. If actual cost of the eight- (8-) day cruise is less than the stated ARV, no refunds or reimbursements will be awarded. Itineraries on board Seabourn Venture and Seabourn Pursuit are excluded from prize or payment toward a new booking. Cruise winners are NOT eligible for Seabourn's SeabournShield program. No substitution of the 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. The Cruise must be booked at least forty-five (45) days prior to the intended travel dates. Actual dates of the Cruise are subject to availability and certain other restrictions, as determined

in Sponsor's sole discretion. Travel may not occur during cruise ship blackout periods. If the Winner's guest is under age 21, he or she must be accompanied in the same suite by Winner who assumes responsibility for his/her care. The Winner and guest are responsible for providing proper citizenship documentation to travel, which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship 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 or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. The prize will be awarded provided it is validly claimed by the date specified in the prize award notification. All travel is subject to any and all restrictions instituted by the United States Department of Defense and/or Department of Homeland Security or Canada's Department of National Defence, as required.

The approximate retail value ("ARV") of the prize is \$10,000 USD / \$12,500 CAD. Prize values are based on conversion rates as of December 17, 2021 and may vary. The actual value of the prize depends on market conditions at time of fulfillment. Any difference between stated ARV and actual value of prize will not be awarded.

5. **GENERAL CONDITIONS:** Prizes are non-transferable, and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize will be awarded only to a residential address within the United States, DC, or Canada (excluding Quebec). By accepting prize, Winner will be solely responsible for all applicable Federal, State, provincial and local taxes, as applicable. Winner must provide any requested information needed for tax reporting, including as applicable a Form W-9 if a bearer is a US Citizen or resident, or Form W-8 if eligible non-US citizen or non-US resident, and understands that such information must be received Sponsor before or at the time Cruise is booked. If Winner is a U.S. resident, he/she will receive IRS Form 1099 for the ARV of prize. Canadian residents may be subject to withholding taxes, and Canadian residents are responsible for the reporting and payment of any income tax. By participating in this Sweepstakes, Entrants understand and agree (and agree to confirm in writing): (a) to abide to these Official Rules which are final and binding and the decisions of Sponsor with respect to all aspects of the Sweepstakes, which are final, (b) to accept the prize as awarded, with substitution, and to release and hold harmless Sponsor, its parent, subsidiary and affiliated companies, advertising and promoting agencies, any other party associated with the development or administration of this Sweepstakes, and all of their respective officers, directors, employees, representatives and agents (collectively, "Releasees") from and against any and all liability whatsoever, including without limitation

legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damages, loss or destruction of property rights of publicity or privacy, defamation, or portrayal in a false light) in connection with this Sweepstakes or with the announcement, acceptance, ownership, or use or misuse of Prize (including but not limited to any travel related thereto) and/or use of the entry, or other errors in these terms and conditions and (c) except where legally prohibited, by accepting the Prize, Winner agrees to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in perpetuity, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval by the Sponsor and those acting under Sponsor's authority. Releasees are not responsible for loss, damage, or claims resulting from the Sweepstakes, Prize or Cruise. Entrants or Winner may be disqualified for any attempt to tamper with any aspect of the Sweepstakes or circumvent these Official Rules. Sponsor reserves the right to remedy any such action, disruption, or circumvention in a manner, determined solely by Sponsor that is fair and equitable to Sweepstakes participants. Sponsor reserves the right, in its sole discretion, to void, modify, terminate or suspend this Sweepstakes (or any portion thereof) should fraud or any unauthorized human intervention or other causes beyond the reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. BY ACCEPTING PRIZE, WINNER ACCEPTS (AGREES TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN AIR, LAND AND SEA TRAVEL, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT TO THE EXTENT PERMISSIBLE BY LAW, RELEASEES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. Laws in the Entrant's country of residence may give Entrant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Sweepstakes. However, if any provision of the Official Rules or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of the Official Rules, it being the intent and agreement of the parties that the Official Rules shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to give effect to Sponsor's intent.

6. **DISPUTES:** As a condition of participating, participants agree (and agree to confirm in writing), to the extent permitted by law: (a) to release Releasees from any and all liability, loss or damage

incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, (b) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all 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; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Washington, U.S.A., without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Washington, U.S.A. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A. and agrees not to assert that any such court is an inconvenient or improper forum and agrees not to commence any lawsuit or proceeding in any other court.

7. **WINNER LIST:** For the name of the winner, send a self-addressed, stamped envelope by June 30, 2022, to: Seabourn, 450 3rd Avenue West, Seattle, WA 98119 USA, Attn: Sweepstakes Winners List.
8. **SPONSOR:** Seabourn Cruise Line Limited, 450 3rd Avenue West, Seattle, WA 98119 U.S.A.