

### **Abbreviated rules:**

**\*NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Open to legal residents of the 50 United States, D.C. and Canada (excluding Québec), age 18 or over. Void outside the listed locations and where prohibited. Sweepstakes begins on 2/14/19 and ends 5/31/19. Employees of Sponsor or its subsidiaries, affiliates, distributors, advertising and promotion agencies, and such employees' relatives and household members, are not eligible. Odds of winning depend on number of eligible entries received. For complete official rules, prize description and sweepstakes entry information, visit <https://seabournalaskasweeps.com>. Sponsor: Seabourn Cruise Line Limited, Seattle, WA, USA.

## **SEABOURN CRUISE LINE "2019 SEABOURN ULTIMATE ALASKA SWEEPSTAKES"**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS "2019 SEABOURN ULTIMATE ALASKA 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**

1. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia, and Canada (excluding Quebec), who have reached 18 years of age or older as of the date of entry. Void in Quebec and where prohibited. All employees of 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) or household members are not eligible. Sponsor reserves the right to verify eligibility qualifications of winner.
2. **HOW TO ENTER:** The 2019 Seabourn Ultimate Alaska Sweepstakes (the "Sweepstakes") entry period begins at 12:00 A.M. Pacific Time (PT) on February 14, 2019 and ends at 11:59 P.M. PT on May 31, 2019 (the "Entry Period"). To enter online, access <https://seabournalaskasweeps.com> and follow the on-screen entry instructions. To enter by mail, hand-print your name, mailing address, telephone number, e-mail address and date of birth on a 3"x 5" card, deposit the card in a standard business-sized envelope with sufficient postage affixed, and mail the card to: 2019 Seabourn Ultimate Alaska Sweepstakes, Seabourn, 450 3<sup>rd</sup> Avenue West, Seattle, WA 98119. Entries must be submitted or postmarked, as applicable, during the Entry Period, and mailed entries must be received by 11:59 P.M. PT on June 7, 2019. Normal time rates, if any, charged by Internet service provider will apply. There

is a limit of one Sweepstakes entry per person and per e-mail address, regardless of method of entry. No purchase necessary. Please see the privacy policy at [www.Seabourn.com](http://www.Seabourn.com) for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Individuals may not register more than once using a different email. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users 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 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.

3. **WINNER SELECTION:** Winner will be determined in a random drawing on or around June 14, 2019 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. 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 or votes in Sponsor's reasonable discretion. In order to be declared a winner, any Canadian resident must correctly answer a time limited mathematical skill-testing question. The Winner will be notified by email on or about June 21, 2019. If any prize correspondence (including e-mail) is returned as non-deliverable, prize may be forfeited. Winner is subject to verification, including verification of age. Winner will also be required to complete, sign and return to Sponsor, within five (5) days of the date notice or attempted notice is sent, an Affidavit/Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release, and all information required for tax reporting, as applicable, per Section 5 herein or prize may be forfeited.

4. **PRIZE: GRAND PRIZE.** One (1) Grand Prize will be awarded. The Grand Prize is one (1) Alaska cruise departing in 2019 for the Grand Prize winner and one (1) guest, sharing one suite. Winner may choose from any 2019 Seabourn Alaska voyage of twelve (12) days or less, departing in 2019, subject to availability at time of confirmation.

The Grand Prize winner and his/her guest must travel together on the same itinerary. The cruise consists of suite accommodations for the winner and one (1) guest, sharing one suite. The suite category will be assigned by Sponsor. All 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, 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. The cruise is provided subject to the Seabourn Cruise Contract, which may be viewed at [www.seabourn.com](http://www.seabourn.com), and applicable terms and conditions set forth in the Seabourn brochure. Winner may elect to use the Grand Prize as partial payment towards a new booking of a different Seabourn cruise of thirteen (13) days or greater. 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. Travel may not occur during cruise ship blackout periods. If the winner or winner's guest is under age 21 or otherwise under the age of majority in the jurisdiction where he or she resides, he or she must be accompanied in the same suite by a parent, guardian or chaperone that is at least 21 years old. 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](http://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.

The approximate retail value ("ARV") of the prize is \$11,299 USD / \$15,299 CAD. Prize values are based on conversion rates as of November 13, 2018 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 Winner with a residential address within the United States, DC, or Canada (excluding Quebec). Winner will be solely responsible for all applicable Federal, State, provincial and local taxes connected with receipt of 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 the prize, Winner agrees to furnish any requested information needed for tax reporting and understands that such information must be received by Sponsor before any prize will be issued to or booked on behalf of Winner. If Winner is a U.S. resident, he/she will receive an 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. Participants 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 NAME:** For the name of the winner, available after July 21, 2019, send a self-addressed, stamped envelope to: Seabourn, 450 3<sup>rd</sup> Avenue West, Seattle, WA 98119 USA, Attn: 2019 Seabourn Ultimate Alaska Sweepstakes Winners List.
8. **SPONSOR:** Seabourn Cruise Line Limited, 450 3<sup>rd</sup> Avenue West, Seattle, WA 98119 U.S.A.

2019 Seabourn Ultimate Alaska Sweepstakes  
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