## Win The trip of a lifetime for 2 on a Signature North Cape Line Voyage Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

Welcome to the Hurtigruten Win The trip of a lifetime for 2 on a Signature North Cape Line Voyage Sweepstakes (the "Sweepstakes"). The Sweepstakes is sponsored by Hurtigruten Americas, Inc., with a business address of 1505 Westlake Avenue North, Suite 125, Seattle, WA 98109 USA ("We," "us" or "Sponsor.")

Please read these official rules (the "Rules") carefully as they are a legally binding agreement between any person who enters the sweepstakes ("you" or "entrant") and us, which affects some of your legal rights, including your right to sue us. If you do not agree to the Rules without change, please don't enter the Sweepstakes.

Also, by entering, you agree that you have read these Rules and agree to abide by and to be bound by the Rules' terms and conditions, <u>and the decisions of Sponsor</u>, which shall be final and binding in all respects.

### **SWEEPSTAKES PERIOD**

The Sweepstakes begins at 11:00 AM GMT on Monday October 14, 2024 and ends at 04:00 PM GMT on Friday November 8, 2024"**Sweepstakes Period**"). The sole determinant of time will be our clock.

## **ELIGIBILITY**

- The Sweepstakes is open to legal residents of the United States (including the District of Columbia) and Canada, <u>excluding Quebec</u>, who are at least 21 years old as of the date of entry.
- Our employees, officers, directors, agents, representatives and their immediate families
  or members of household (spouse, parents, children, siblings, and each of their spouses
  regardless where they live) and those of our parent companies, affiliates and
  subsidiaries, our advertising, design, web design, web hosting and production agencies
  and anyone connected with the production, execution or distribution of this Sweepstakes
  are not eligible to enter or win.

These Sweepstakes are void where prohibited by law. Please do not enter if it would be illegal for you to do so.

### **HOW TO ENTER**

• **Generally.** Visit our website <a href="https://www.hurtigruten.com//en-us/campaigns/win-a-voyage">https://www.hurtigruten.com//en-us/campaigns/win-a-voyage</a> and follow the online instructions to complete the entry form, including subscribing to our newsletter. The form will request, among other things, your first and last name and email address. Submit your entry and that's it! Please do not attempt to submit additional entries using multiple email addresses or you will be disqualified.

Please be sure to provide an accurate email address, as we will use this to contact you if you are selected as a potential winner.

- **Limits on Entry.** Limit one entry per person for the entire Sweepstakes Period. Please do not attempt to enter multiple times using different email addresses or other personal information—we will invalidate all of your entries if you do so.
- Invalid Entries. Entries that contain false or incomplete information are void, as are multiple entries. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Rules are void. We must receive a complete entry to enter you into the Sweepstakes as determined by our computers or those of our Sweepstakes administrator. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

### PERSONAL DATA

As indicated above, we will collect certain information about you as a result of your participation in the Sweepstakes that would be considered personal data under applicable laws. We will use your personal data we collect from you in these Sweepstakes in accordance with our <a href="Privacy Policy">Privacy Policy</a>. We will also use it to (a) administer the Sweepstakes, including locating and contacting potential and actual winners; and (b) as required by certain laws regarding same, which may include disclosing your first initial, last name and state or province of residence in a publicly available winners list. By entering the Sweepstakes, you consent to our use of your personal information as described in these Rules.

### WINNER SELECTION

- Within 10 days after the end of the Sweepstakes Period, we will randomly select one
  potential prize winner from the total number of eligible entries we receive. We will contact
  the potential winner by the email address from which they provided their entries within a
  reasonable time after we select the potential winner.
- The potential winner may be required to complete additional documentation, such as an affidavit of eligibility or other declaration ("Additional Documentation"). In addition, if a potential winner is a Canadian resident, that person will have to correctly answer a time-limited skill-testing question, such as a mathematics problem, without assistance. We may provide the question and accept the answer over email or in the Additional Documentation.
- We will disqualify a potential winner if we cannot reach the individual by the email addresses they have provided, if they do not complete the required Additional Documentation or skill-testing question, if they are otherwise not in compliance with these Rules, or if the potential winner declines to accept a prize. Disqualified potential winners' prizes will be forfeited and we may either select another potential winner by the same process described in the preceding paragraph or choose not to award that prize.
- Remember—no one is a winner unless and until we officially confirm that person as a winner
  in accordance with and as described in these Rules.

### **PRIZE**

The prize is a trip of a lifetime for 2 on a North Cape Line half voyage, valid for travel between December 10, 2024, and May 9, 2025, based on availability and must be booked by March 31, 2025. Please visit the links below for more information about the cruise.

https://www.hurtigruten.com/en-us/about-us/voyages/north-cape-line

The approximate retail value of the prize is up to 5650 EUR pr person – 11300 EUR pr cabin

Your odds of winning a prize depend on the number of eligible entries we receive.

### PRIZE DELIVERY AND ADDITIONAL PRIZE CONDITIONS

- We will make commercially reasonable efforts to deliver the foregoing within one week after we confirm the winner.
- If the prize is returned as undeliverable or we are otherwise not able to deliver it to the email address the winner provides, the winner will forfeit the prize and we will select an alternate potential winner by the method set forth above.

### **Additional Prize Conditions**

- We may provide any additional instructions about how to redeem the prize when we email it to the winner, which instructions should be followed to properly redeem it.
- The actual retail value of the prize will depend upon the dates of sailing. The winner will
  not be entitled to any difference in between the actual retail value of the prize and the
  estimated retail value set forth above.
- All of our standard cruise, policies, procedures, regulations and conditions apply to your
  cruise sailing, including the Guest Contract available <a href="here">here</a>. If you are the winner, please
  be sure to review all applicable sailing terms and conditions before you take your cruise.
- The winner's guest may also be required to complete Additional Documentation. The
  winner's guest must be 21 years or older, unless the winner is the guest's legal guardian
  and is legally authorized to complete required Additional Documentation on the guest's
  behalf.
- Winners and guests must travel on the same itinerary
- All expenses and costs not expressly listed as part of the prize are, as between us and the winner, the winner's sole responsibility, including airfare, taxes, tips, entertainment, transfers, and transportation between winner's home and the nearest airport or dock.
- In the United States, the winner is responsible for all federal, state, local and income taxes associated with winning a prize. Where applicable, we will issue a U.S. IRS 1099 Tax Form to the winner for the fair market value of prize won.

- The prize is not assignable, nor transferable and cannot be redeemed for cash or other items of value except in our sole discretion.
- We may substitute a prize of equal or greater value in our discretion.
- The prize is awarded "as is;" we make no warranty or guarantee, express or implied, about the prize or the winner's experience. The winner acknowledges that we and the Sweepstakes Parties (as defined below) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any prize or aspect of a prize being offered.
- We are not responsible or liable for events outside of our control that prevent the winner or guest (or both) from traveling or otherwise redeeming the prize. This includes the illness of either of them, the policies of third-party transportation providers or other suppliers who are not ours, and all applicable governmental travel restrictions, advisories and recommendations, including any relating to COVID-19 or other pandemics or emergencies. We will not be required to compensate the winner or the winner's guest, or otherwise be liable to any of them, if one or both of them are not able to travel or redeem other prize components.

# <u>Please read Sections 8 and 9 carefully as they affect your right to sue and recover certain damages.</u>

### RELEASE AND WAIVER OF CLAIMS

- By entering the Sweepstakes, you agree to forever release and hold harmless Sponsor. its affiliates, parent and subsidiary companies, prize providers, and its and their successors and assigns, and each such entity's respective our directors, officers, members, agents, contractors, employees and representatives (together, the "Sweepstakes Parties") from any and all liabilities, losses, actions, causes of action, suits, proceedings, damages, fines, penalties, costs, expenses (including attorneys' fees and court costs), claims and demands whatsoever in law or in equity (together, "Claims") arising out of or resulting from participation or non-participation in the Sweepstakes, or the awarding (or failure to award), acceptance, use or misuse of the prize, including any Claims arising out your violation of these Rules, and including any such Claims for bodily injury, death or property damage, whether such Claims are known or unknown to you at the time you enter the Sweepstakes and whether foreseeable or unforeseeable. You agree to forever waive any and all Claims against the Sweepstakes Parties and acknowledge and agree that the foregoing waiver and release shall be binding on your heirs, estate, successors and assigns, including Claims or portions of Claims that may arise out of the Sweepstakes Parties' ordinary negligence.
- FOR RESIDENTS OF THE STATE OF CALIFORNIA: You acknowledge and agree that your release and waiver extends to the following, the protections of which you explicitly waive:
  - California Civil Code Section 1542: A general release does not extend to claims
    which the creditor does not know or suspect to exist in his or her favor at the time of
    executing the release, which if known by him or her must have materially affected his
    or her settlement with the debtor.

## **LIMITATION OF LIABILITY**

Without limiting the foregoing, you explicitly waive any right to obtain or recover from the Sweepstakes Parties any punitive, indirect, incidental, consequential, statutory, exemplary or any other damages, other than for actual direct damages, which may include out-of-pocket expenses. Some jurisdictions do not allow the limitation, or exclusion, of liability for incidental or consequential damages, so the above may not apply to you.

#### **GENERAL**

- As indicated above, all decisions by the Sponsor regarding these Rules, entries, entrants, winners and the awarding of prizes are final and may not be appealed.
- If any provision of this Sweepstakes is determined to violate any federal, state, local or agency law, regulation or ordinance, the Rules or the Sweepstakes (or both) will be amended to conform to such law and all other provisions shall remain in full force and effect.
- If Sponsor is required by applicable federal, state, local or agency law, regulation or
  ordinance, or by action of an administrative agency to cease offering the Sweepstakes in
  any jurisdiction, Sponsor reserves the right to immediately terminate the Sweepstakes in
  such jurisdiction(s) in its entirety, without penalty and without obligation to any entrants.
  Sponsor's failure or decision not to enforce any term of these Rules will not constitute a
  waiver of that or any other provision.
- In the event of any conflict with any terms contained in these Rules and terms or details contained in other survey-related materials, including any advertising materials, these Rules will prevail. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules will otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's employees are not authorized to waive, modify, or amend any provision or provisions of these Rules in any manner whatsoever. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.

### **GOVERNING LAW**

Any and all Claims arising out of or connected with this Sweepstakes, these Rules or the prizes awarded, including as to the validity, interpretation and enforceability of these Rules will be resolved individually, without resort to any form of class action, and will be governed by, and construed in accordance with, the laws of the State of Washington without regard to conflicts of law principles. All entrants consent to the exclusive jurisdiction of the courts of the State of Washington (or federal courts sitting in Washington) for the adjudication of any Claims arising out of these Rules or the Sweepstakes. Venue will be in the courts of competent jurisdiction located in King County, WA.

### **OFFICIAL RULES REQUEST**

To request a copy of these Rules, please visit: <a href="https://www.hurtigruten.com/en-us/campaigns/win-a-voyage">https://www.hurtigruten.com/en-us/campaigns/win-a-voyage</a> or send an email to usbooking@hurtigruten.com with subject line: Win The trip of a lifetime for 2 on a Signature North Cape Line Voyage Sweepstakes Official Rules Request. All requests must be received by November 11, 2024

### WINNER CONFIRMATION REQUEST.

For a written list of the winner, available after November 11, 2024, send an email to usbooking@hurtigruten.com with subject line: Win The trip of a lifetime for 2 on a Signature North Cape Line Voyage Sweepstakes Winner Confirmation Request. All requests must be received by December 16, 2024

### **QUESTIONS?**

If you have any questions about this Sweepstakes, please contact us at usbooking@hurtigruten.com.