



Azamara Gift of a Lifetime Dream Cruise Giveaway Contest

- 1. Agreement to Official Rules:** By participating in the Azamara Gift of a Lifetime Dream Cruise Giveaway Contest (the "Contest"), Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Whether an Entrant receives a Prize (defined below) is contingent upon fulfilling all requirements set forth herein.
- 2. Eligibility:** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years old at the time of entry and did not purchase any services for purposes of entering the Contest ("Entrant"). The following individuals are not eligible for the Contest: Employees of Azamara and any of its respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 3. Sponsor:** SP Cruises OpCo Limited d/b/a Azamara, 3059 Grand Ave., 205 Miami, FL 33133.
- 4. Timing:** The Contest begins on December 7, 2023, at 9:00 a.m. Eastern Standard Time ("EST") and ends on December 21, 2023, at 11:59 p.m. EST (the "Contest Period"). The sponsor's computer is the official time-keeping device for the Contest.
- 5. How to Enter:** During the Contest Period, participants must enter via www.azamara.com/giftcruise where they will be prompted to nominate the person they want to send on a cruise and submit a story about why that person deserves to go on the trip of a lifetime. The story should include details on who the nominee is and why the cruise would be special for them. As part of the entry requirements, participants must also upload a photo of the nominee. By submitting, the participant agrees to Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion.

Content Restrictions:



- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks, except for Sponsor's trademark for which Entrant has a limited license to use for the sole purposes of creating and uploading a Submission into this Contest;
- The Submission must not contain images or artwork not created by Entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state. For all Submissions: One (1) entry per person per day.

For all Submissions: Only one (1) entry may be submitted per participant.

Use of any automated program to enter will result in disqualification. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential Winner (defined below) may be required to show proof of being the authorized account holder.

The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

6. **Winner Determination:** Winners will be determined via the following process: A panel of judges from Azamara will review all submissions and select the most compelling story. The First Round Potential Prize Winners will be notified via email no later than January 7, 2024, on or around 6:00 p.m. EST. The Grand Prize Potential Prize Winner will be notified via email no later than January 8, 2024, on or around 6:00 p.m. EST.
7. **Winner Requirements, Notification, and Verification:** Notification will be made via email to the email address provided by the winning submission. To verify potential Winner, the Sponsor will email the potential Winner. After two (2) attempts in 10 days, any failure to reach potential Winner by email may result in disqualification of the potential Winner, forfeiture of his or her interest in the Prize, and selection of a



substitute Winner.

Receiving a prize is contingent upon compliance with these Official Rules. As a condition of being awarded a prize, Winner will be required to sign and return an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") and any other documents as determined by Sponsor, which must be returned to Sponsor within seven (7) days of receipt. Failure to sign and return the affidavit or release within seven (7) days or to comply with any term or condition of these Official Rules, may result in: (i) Winner's disqualification, (ii) the forfeiture of his or her interest in the Prize, (iii) and the award of the Prize to a substitute Winner. Winner and guest must be able to provide proper passport documentation; failure to provide proper passport documentation will result in forfeiture of his or her interest in the Prize and the award of the Prize to a substitute Winner. An alternate Winner will be determined by Sponsor through an application of the Judging Criteria, in the judges' sole discretion.

Acceptance of the Prize shall constitute and signify Winner's agreement and consent that Sponsor may use Winners' name, city, state, likeness, photo/video and/or prize information in connection with the Contest, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Winner shall irrevocably grant, transfer, convey, and assign to Sponsor the entirety of the rights in and to the photos and videos submitted and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submissions for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the photos/videos and that Sponsor in its sole discretion shall have the right to refrain from using the photos/videos. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 11, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. The Prize will be fulfilled on or before September 10, 2018.

8. Prize: The Grand Prize is a cruise credit of \$4,000.00 USD, which can be applied towards select sailings between January 15, 2024 through December 31, 2024, based on availability. The difference in cruise fare is the responsibility of the winner. Azamara cannot guarantee availability on every departure. Guests are responsible for taxes and fees. Offer expires at the end of 2024 and cannot be credited if unused. The First Round Prize is Future Cruise Credit with a value of \$100. Up to 9 participants



are eligible to win the First Round Prize. The future cruise credit is applicable towards cruises sailing by December 31, 2024 and must be redeemed by February 29, 2024.

Food, ground, and air transportation to and from the ship, and any hotel stays that may be needed for travel are not included and are the responsibility of the Winner. Winner is responsible for all taxes and fees associated with Prize receipt and use.

- 9. General Conditions:** The Prize is Non-assignable and nontransferable, and may not be given, bartered, sold, or exchanged for cash or another prize. The Prize may not be upgraded and no substitutions by Winner will be allowed. Sponsor reserves the right to substitute the Prize for one of comparable or greater value if the designated prize should become unavailable for any reason. If the Prize is not won and claimed by an eligible Winner in accordance with these Official Rules, it will not be awarded and will remain the property of Azamara. Winner may waive his or her right to receive the Prize. Unused components of the Prize have no redeemable cash value and no compensation will be made.

Winner and travel companion are each solely responsible for any and all costs, other than those specifically stated in these Official Rules, that may be incurred or arise as a result of being awarded a prize. Such costs may include, but are not limited to all federal, state, local, or other government or quasi-governmental taxes and fees, air and ground transportation, travel insurance, and items of a personal nature (i.e., certain shore excursions, passport fees, gratuities, alcoholic beverages, photographs, some entertainment, service fees, medical services, etc.). Winner must supply Sponsor with his or her social security number and completed IRS Form W-9 for tax purposes prior to receiving Prize. The value of the Prize is taxable to Winner as income. An IRS Form 1099 will be issued in the name of Winner for the actual value of Prize awarded if the aggregate value of Prize awarded to Winner is \$600 or greater.

Winner and guest are responsible for all travel documents (such as a passport and visa) required for travel. Winner and guest must travel at the same time on the same itinerary.

Prize provided subject to the terms and conditions in Azamara's guest ticket cruise contract Complimentary Cruise Certificate, and applicable brochure.

No guest under twenty-one (21) years of age will be booked in a stateroom unless accompanied by a person who is twenty-one (21) years or older. A parent or legal guardian must accompany all guest under the age of eighteen (18). Married couples



who do not meet these age restrictions may, at Azamara's discretion, be permitted to sail. Winner and travel companion must sign Azamara passenger ticket contract prior to being allowed to board the cruise. Except where prohibited by applicable law, each Winner and travel companion will be required to sign a liability and publicity release and/or Declaration of Compliance prior to traveling.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 10. Limitations of Liability:** By entering the Contest, entrant agrees to release Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize suppliers, and each of its respective parent companies and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any Prize. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Sponsor is not responsible for any



typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest.

11. **Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Florida or the appropriate Florida State Court located in Miami-Dade County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and 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, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
12. **Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy located at <http://www.Azamara.com/privacyPolicy.do>
13. **Winners List:** To view the contest winners, please visit the Azamara Facebook and Instagram (@azamaravoyages) account after the Contest has completed. The winner-related information will be posted after winner confirmation is complete.

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