## Atlantic Canada Cruise Association "Win a Dream Vacation 2024" Sweepstakes

Official Rules

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Information on how to enter, the prize, and rules for redeeming the prize, form part of the terms and conditions of entry for the Sweepstakes. Participation in the Sweepstakes is deemed to be acceptance of "Official Rules" ("Official Rules") and any other notices referenced herein.

In these Official Rules, the term "you" refers to any person who enters, or who wishes to enter, the Sweepstakes.

1. Eligibility: The Atlantic Canada Cruise Association "Win a Dream Vacation 2024" Sweepstakes ("Sweepstakes") is open only to legal residents of the United States (including Puerto Rico) and Canada (including Quebec) who are at least twenty-one (21) years old or older at the time of entry and who otherwise meet the requirements set out in these Official Rules. Officers, directors, and employees (and members of their household or immediate family, i.e., parents, children, spouse, siblings, grandparents, the "steps" of each and persons residing in such immediate family members' household) of Atlantic Canada Cruise Association ("Sponsor"), its respective parent company, related, affiliated and subsidiary companies, their advertising, promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Sweepstakes and their respective successors and assigns are not eligible to enter or win.

2. Sponsor: The Sweepstakes is sponsored by Atlantic Canada Cruise Association PO Box 29052 Halifax, NS B3L 4T8 Canada

3. Agreement to Official Rules: By entering, you indicate your full and unconditional agreement to (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Sweepstakes begins at 12:01 am AST on Friday, December 15, 2023 and ends at 11:59 pm AST on Friday, March 15, 2024 (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

5. How to Enter: To enter the Sweepstakes, you must, at any time during the Entry Period, go to the Sweepstakes Entry Page at <u>www.cruiseatlanticcanada.com</u> and complete the entry form. Enter your full name, address, telephone number and email address, subscribe to the Atlantic Cruise Canada Association email newsletter and confirm acceptance of the Official Rules.

Except as provided below, there is a limit of one (1) entry per person. Entries will not be acknowledged. Multiple entrants are not permitted to share the same email address. If you attempt to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations, or logins, or through any other methods, Sponsor may exclude you from participating in the Sweepstakes. Participation is subject to Sponsor's Terms of Service. When you enter, you are providing information to Sponsor. No purchase necessary.

6. Drawing: On or about March 25, 2024, in Halifax, Nova Scotia, at Sponsor's office, PO Box 29052 Halifax, NS B3L 4T8 Canada Sponsor or its agent will select one (1) potential Sweepstakes winner in a random drawing from among all eligible entries received throughout the Entry Period. The odds of being selected depend on the number of entries received.

7. Notification, Confirmation and Requirements of Potential Winner: Sponsor will send an email message to the potential winner's email address stated on the entry submission with instructions on how to claim the prize. If the potential Prize winner is an eligible Canadian resident, he or she will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) execute and return to Sponsor a declaration of eligibility, a liability release (which releases Sponsor, its respective parent company, subsidiaries, affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Sweepstakes and/or the awarding and use/misuse of the Prize or any portion thereof) and a publicity release within ten (10) days of date of issuance.

Section (b) above applies to all winners, not only Canadian residents. If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Sweepstakes documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Official Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected potential Prize winner) on April 8, 2024. Such newly selected potential winner will be notified by email within three (3) business days of the drawing, using the contact details provided by that person when entering the Sweepstakes. Only three (3) alternate entrants will be contacted for the prize. Except where prohibited, potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. Unclaimed prizes may not be awarded.

8. Prize: One (1) winner will receive one (1) 7-night cruise for two (2) persons to Atlantic Canada. The prize includes one (1) standard outside stateroom for two (2) people with most onboard meals, activities, and entertainment included, and includes visitation to any three (3) of the following (5) ports of call: Charlottetown, Prince Edward Island; Corner Brook, Newfoundland and Labrador; Halifax, Nova Scotia; Saint John, New Brunswick; and Sydney, Nova Scotia. This prize also includes roundtrip economy airfare for two (2) people, departing from a major American, or Canadian gateway city closest to the entrant's residence.

The estimated retail value of the Prize is up to USD\$5,000.00 which includes taxes (for cruise and air), government fees and port charges. Actual retail value of the Prize may be higher or lower based on departure location.

All travel dates and arrangements are subject to change based on availability and providers approval. Any portion of a prize not accepted by winner will be forfeited.

9. PRIZE CONDITIONS: Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) all travel related to the Prize must be completed by December 31, 2026 (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the winner and his/her guest(s) must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel; and (c) not have any barrier to re-entry into Canada (if applicable); (v) the costs of everything not specifically stated above as included in the Prize are the sole and absolute responsibility of the winner and his/her guest(s), including, without limitation: ground transportation to/from airport; airline baggage fees; onboard daily gratuities; any necessary travel documentation required including a valid passport; shore excursions; travel and medical insurance; laundry service; spa treatments; onboard casino gaming;

alcoholic beverages; local and long distance telephone calls; ship to shore communications including internet; purchases from onboard gift shops and souvenirs; incidental expenses; tips and gratuities; income and other taxes; and all other costs and expenses not otherwise mentioned herein; (vi) if the winner and/or his/her guest(s) do not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Prize, the winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (x) the winner's quest(s) must: (a) either be of the age of majority in his/her state or province/territory of residence or have the express written consent (in form and substance satisfactory to the Sponsor, in its sole and absolute discretion) to accompany the confirmed winner on the trip; and (b) sign (and have his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence) and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto). Certain blackout dates may apply. Travel restrictions may apply. The winner is responsible for paying any applicable federal, provincial, state, local, income and withholding taxes, if any. In the event that any tax withholding is required by law for the prize, winner authorizes Sponsor to make the corresponding deduction. Any prize details not specified above will be determined by Sponsor, in its sole discretion. Prize is awarded "as is" without any warranty or guarantee, either express or implied by Sponsor.

10. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disgualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to 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 email address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

11. Release and Limitations of Liability: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, its parent company, subsidiaries, affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or

undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) 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 Sweepstakes or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Collection and Use of Your Personal Information: Sponsor may collect and process your personal information directly or through our agents or contractors. We will use your personal information as necessary in order to conduct and manage the Sweepstakes, and, where we have a lawful basis to do so, to send marketing communications to you. We may disclose your personal information to our related companies, agents, and contractors to assist in conducting and managing this offer, communicating with you, or storing data.

13. Disputes: Except where prohibited by law, you agree that any and all disputes, claims and causes of action arising out of, or connected with the conduct of the Sweepstakes or the awarding of the prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Nova Scotia, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Nova Scotia, Canada, without giving effect to any choice of law or conflict of law rules (whether of Nova Scotia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Nova Scotia.

For residents of Québec, any litigation respecting the conduct or organization of this publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

14. Results: To request a winners list, send a self-addressed, stamped envelope to Atlantic Canada Cruise Association PO Box 29052, Canada. Requests must be received within four (4) weeks of the end of the Entry Period.