## NCL PRIZE SPECIFIC RULES, TERMS & CONDITIONS NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. <u>ELIGIBILITY</u>: This competition (the "Promotion") is open to those who enter Bauer Media's Online Giveaway Competition in accordance with the Bauer Media's General Terms and Conditions for competitors found at <a href="https://www.bauerlegal.co.uk/competition-general-terms-and-conditions-20230406">https://www.bauerlegal.co.uk/competition-general-terms-and-conditions-20230406</a> Those who enter the Online Giveaway Competition will be eligible to win. Must be at least 18 years of age or older. This Promotion is void where prohibited by law. NCL's decisions are final and binding on matters relating to this Promotion. This Promotion is governed by the laws of the United Kingdom. Employees of NCL, its parents, affiliates, subsidiaries, advertising or promotional agencies, and their immediate families (spouses, parents, siblings, and children) and persons living in the same households as any of those employees are not eligible to participate in this Promotion.
- 1. **ENTRY**: The Promotion concludes at 23:59:00 p.m. on Thursday 24th August 2023. A random draw will determine the winner shortly after the end of the Promotional Period.

**PRIZES**: One (1) grand prize will be awarded. Grand prize winner will receive either a seven (7) night or nine (9) day European cruise in a double occupancy balcony statement for grand prize winner and one (1) guest.

Date subject to availability and blackout dates. Must select a cruise that sails between the following dates: September 1, 2023 to February 29, 2024 or September 1, 2024 to February 28, 2025. Sailings between the following dates are not eligible: Thanksgiving, Christmas, New Year's sailings. Voyages on Norwegian Prima or Norwegian Viva are not eligible.

Cruise must be booked within one (1) year of being awarded the prize and is neither transferable nor redeemable for cash.

Prize winner and his/her guest must be available to travel on the applicable voyages selected or the prize will be forfeited in its entirety. The prize winner must be able to accept the prize as presented or the prize will be forfeited in its entirety and an alternate potential winner may be selected in Sponsor's sole discretion.

Changes or cancellations made less than one- hundred-twenty (120) days from original sailing date selected will result in a forfeiture of the cruise.

Prize is not inclusive of any on-board packages, such as Free at Sea, (wifi, specialty dining, unlimited open bar, shore excursions), all packages are to be purchased at the sole discretion of the prize winner.

Unless otherwise specified, cruise prizes are exclusive of ground transfers, government taxes and fees, fuel supplement, service charges, NCFs, port fees, gratuities, service charges, fuel surcharges, shore excursions and other personal expenditure, pre or post hotel stays and other personal expenditures. The onboard service charges must be prepaid under this program within 48 hours via credit card payment.

Airfare reimbursement will be provided once sailing has been booked, via mail to the prize winner as follows: £250pp or £500 (max for 2) if the port is 3 or more hours from the prize winner's residence. £200 if the port is less than 3 hours from the prize winner's residence.

No promotions are combinable.

The onboard service charges must be pre-paid.

Selection of sail dates is subject to availability and above holidays.

Prizing is for balcony-level stateroom. Stateroom upgrades cannot be provided.

Released Parties (as defined below) are not responsible for any local hotel stays due to airline layovers or missed flights.

Winner must be 21 years of age and over. If winner is under 21 years of age, winner must have travel companion who is at least 21 years of age. Winner and travel companion are solely responsible for all necessary travel documents.

Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner.

Prize will be awarded only if the potential prize winner fully complies with these Official Rules.

Approximate retail value of grand prize is \$3,500.00. Sponsor in its sole discretion reserves the right to substitute prize (or any component thereof) for one of equal or greater value if advertised prize becomes unavailable. Actual value of the prize under this Promotion may be lower or higher at the time of its fulfilment and any difference between actual value and the stated ARV (if actual value is lower than stated ARV) will not be awarded.

The prize ARV represents Sponsor's good faith determination, is final and binding and cannot be challenged or appealed.

Sponsor is not responsible if any element of the prize is delayed, postponed or cancelled for any reason. No substitution or cash redemption will be made except as provided herein at Sponsor's sole discretion.

Sponsor's determinations regarding the awarding of prize is final. No prize substitutions except as provided herein. Prize is non-transferable and has no alternative cash value. Ship's Registry: Marshall Islands.

<u>TERMS OF ENTRY</u>: By entering, you (a) agree to be bound by the Official Rules and the
decisions of Sponsor (including but not limited to eligibility determinations) which are final
and binding in all respects; and (b) agree to release Sponsor and its employees and
agents from any and all liability, loss, damage or injury resulting from participation in this

Promotion or awarding, receipt, possession use and/or misuse of any prize awarded herein.

1. <u>RELEASE</u>: By participating, you agree to hold Sponsor and its parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively "Released Parties") harmless against any and all claims, injuries, losses and liability for any injuries, losses or damages of any kind, including death, to persons, or property arising in whole or in part, directly or indirectly out of acceptance, possession, use or misuse of prize or participation in the Promotion. Sponsor and its promotional partners accept no liability for content of Entries.

## 1. **PRIZE WINNER**:

If you are selected as a potential winner, you will be notified via email or phone call soon after the end of the Promotional Period.

You may be sent, via overnight mail or email, a Declaration of Eligibility/Release of Liability Form, and, where legal, a Publicity Release, in each case confirming various terms in these Official Rules. Prize winners may be required to sign and return the Declaration within seven (7) days of first attempted delivery. Noncompliance within time period or return of any reward notification as undeliverable may result in disqualification and selection of an alternate winner.

Acceptance of the prize constitutes permission to use winner's name and/or likeness by Sponsor for purposes of advertising, editorial and trade purposes without further compensation, unless prohibited by law.

By accepting prize, winner represents that they have complied with all rules of this Promotion and agree to release Sponsor, prize supplier, their parents, affiliates, subsidiaries, officers, directors and employees, crew members, media partners, printers of promotional material, promotional material suppliers, and advertising, promotion and other coordinating agencies involved in the promotion from any and all liability for injuries, losses, or damages of any kind sustained in connection with the use, acceptance, possession or awarding of prize or participation in any prize or related activities.

Winner further acknowledges that Sponsor has not made, and is not liable or responsible for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose.

By participating, entrants agree to be bound by the official rules and the decisions of Sponsor which are final and binding in all respects.

No more than the advertised number of prizes will be awarded. Entries become the property of Sponsor and will not be acknowledged.

In compliance with United States Internal Revenue Service regulations, the Sponsor will send a Form 1099 to any U.S. based winner receiving a prize valued in excess of \$600 (USD), which requires disclosure to the Sponsor of the winner's social security number.

Prizes may be taxable as a benefit in kind; you are responsible for all applicable reporting and tax payment obligations. Canadian winners must correctly answer a mathematical skill test question as a condition of receiving a prize.

- PRIVACY: Information collected through the administration of the Promotion is subject to and may be used and shared by Sponsor in accordance with Sponsor's Privacy Policy at <a href="https://www.ncl.com/about-us/privacy-policy">https://www.ncl.com/about-us/privacy-policy</a> and applicable law, including in connection with the administration of this Promotion, including, but not limited to, notifying and verifying potential winner(s), and fulfilling prizes.
- 1. **GENERAL**: Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Promotion should a virus, bugs or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the Promotion.

In such event, the prize may be awarded by random drawing from among eligible entries received up to the date/time of corruption or modification, to the extent feasible.

The Released Parties are not responsible for late, lost, incomplete, or misdirected entries; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; problems downloading entries from the web site; or for any other technical problems related to web site entries.

The Released Parties are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilised in the Promotion, or by any technical or human error which may occur in the processing of the entries in the Promotion.

Caution: any attempt by a person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws 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.

In the event of a dispute, entries will be declared made by the authorised account holder of the e-mail address submitted at time of entry. "Authorised account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organisation (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

DISPUTES/ARBITRATION: Except where prohibited, 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 Promotion, 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) that would cause the application of the laws of any jurisdiction other than the State of Florida.

Entrants waive all rights to trial in any action or proceeding instituted in connection with

these Official Rules and/or this Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or this Promotion shall be settled by binding arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in the State of Florida, in the City of Miami, and judgement on the arbitration award may be entered into any court having jurisdiction.

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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.

RULES/WINNER INFORMATION: For winner information or an additional copy of these
Official Rules, send a self-addressed envelope to be received within 30 days of the end
of the Promotional Period, identifying the promotion you would like information for, and
addressed to Norwegian Cruise Line, Attn: Marketing, "Rules/Winners List Request,"
7665 Corporate Center Drive, Miami, FL 33126.