

“Throwback 80s Cruise” Sweepstakes Official Rules

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

1. **Eligibility:** Eligibility to participate in the Sweepstakes or to win prizes is limited to individual persons at least eighteen (18) years of age at the beginning of the Entry Period. Limit one (1) entry per individual. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email or addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Registrations or submissions generated by a script, macro or other automated means are void. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder. Entrants who disregard these Official Rules are not eligible to participate in or win the Sweepstakes. Directors, officers, employees, contractors and agents (and their immediate families and household members) of the Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company involved with the design, production, execution or distribution of the promotion are also not eligible. The Sponsor's determination of eligibility, in its sole discretion, shall be final. The Sweepstakes is void where prohibited and shall be restricted by all applicable federal, state and local laws and regulations that may apply. The Sweepstakes is open to not open to residents of Quebec, Spain, Côte d'Ivoire, Cuba, Democratic Republic of the Congo, Iran, Libya, Republic of the Congo, Somalia, Myanmar, North Korea, Sudan, and Syria.

2. **Sponsor:** The Sweepstakes is sponsored by The Independent Traveler, Inc., located at 200 Princeton South, Suite 330, Ewing, NJ 08628 (“Sponsor”).

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 a prize is contingent upon fulfilling all requirements set forth herein.

4. **Entry Period:** The Sweepstakes begins at 9:00:00 AM London Time on Thursday, August 8, 2019 and ends at 11:59:59 AM London Time on Friday, September 20, 2019 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

5. **How to Enter:** Enter your telephone and email address details to contests@cruisecritic.co.uk - clearly marking THROWBACK CRUISE in the email subject line according to the show you would like to win tickets for. You may not use an agency or any automated system to enter, and Sponsor reserves the right to disqualify any entries received through such methods. Limit one (1) entry per person. Your entrance into the Sweepstakes constitutes your (a) agreement to these Official Rules and (b) consent to receiving email correspondence from Sponsor. No outside affiliated companies are involved

in this sweepstakes, and their respective parents, subsidiaries, and affiliates.

6. Drawing: On or about Friday, September 20, 2019. The winner will be selected at random from all eligible entries received. The odds of winning depend on the number of eligible entries received.

7. Notification and Requirements of the Potential Winner: Sponsor will attempt to notify the potential winner via the email address or contact information provided upon entering the sweepstakes within five (5) business days of the drawing. For U.S. residents a potential winner will be required to complete and return an Affidavit of Eligibility, liability/publicity release, and a W-9 form. Prize recipients of more than \$600 must provide Sponsor with their social security number or applicable tax identification number in accordance with IRS regulations to enable the Sponsor to issue a Form 1099-Misc. For foreign individuals, a potential winner will be required to return an Affidavit of Eligibility, liability/publicity release, and W-8BEN form. If a potential winner fails to complete, sign and return these documents within five (5) business days, an alternate entrant may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate entrants may be contacted. It is the potential winner's responsibility to determine his/her proper residency status and any failure to provide accurate information may be grounds for disqualification. Sponsor takes no responsibility for the accuracy of the information provided above or by a potential winner and all potential winners are encouraged to speak with their own financial advisor about the potential costs and liabilities associated with accepting the Grand Prize.

8. Grand Prize: One (1) winner will receive: A THREE NIGHT CRUISE FOR TWO PEOPLE SAILING 11-14 OCTOBER 2019, FROM SOUTHAMPTON.

Prize Conditions:

- Prize subject to availability

The approximate retail value of the Grand Prize is £1,658.00. Additional expenses, including any travel expenses, beyond those listed above in this Section 8 are not included as part of the Grand Prize package. The winner is solely responsible for paying all federal, state, local, and income taxes and any other costs and expenses not expressly covered by Sponsor in these rules. Any prize details not specified above will be determined by Sponsor in its sole discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

A prize may not be assigned or transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor in its sole discretion.

Any travel related expenses included but not limited to transportation to and from home and any hotel, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage not mentioned and personal expenses such as telephone/Internet charges, gift shop purchases, video or camera fee at monuments and all other services not specifically mentioned as included in the prize are the sole responsibility of prize winner. Winner and any potential travel

companion(s) must travel on same itinerary. Winner and any potential guest(s) are responsible for obtaining the proper travel documentation (e.g., valid photo ID/passport) prior to travel. Winner's guest(s) must be legal U.S. resident, 18 years or older and must complete and return a Liability/Publicity/Travel Release prior to travel as noted above. Any hotel reservations and accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. If weather affects the ability for winner and his/her guest(s) to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or guest(s) other than to supply the remaining elements of the prize package minus the unused portion of prize. If for any reason whatsoever, winner and/or guest(s) are unable to travel after all travel arrangements to be provided by Sponsor have been made and paid, Sponsor shall have no further obligation to the winner. If the prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor or prize providers. Winner acknowledges that the Sponsor, prize providers, and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

10. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, 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 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 disqualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. 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 any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail 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, No outside affiliated companies are involved in this sweepstakes. , and their respective parents, subsidiaries, affiliates; and each of 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. 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. Privacy and Publicity: Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's privacy policy which can be found here: N/a. The Sweepstakes may be held, hosted, or promoted on social media platforms including but not limited to Facebook, Twitter, LinkedIn, or Instagram and any of their affiliated sites (The "Media Platforms"). By participating in the Sweepstakes you hereby agree to adhere to the Terms of Use, Privacy Policy and any other terms governing access to the Media Platforms, their servers, or content. Sweepstakes is not sponsored or endorsed by the Media Platforms. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

13. Disputes: You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts. 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 the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

14. Additional Information: To request more information send self-addressed stamped envelope to Jane McDonald Tickets c/o Cruise Critic, 7 Soho Square, London W1D 3QB. Request must be made by May 22, 2019.

