

# Aqua Expeditions Cruises Getaway Sweepstakes 2021

## Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE 2021 AQUA EXPEDITIONS CRUISES GETAWAY SWEEPSTAKES ("SWEEPSTAKES") IS GOVERNED BY THESE OFFICIAL TERMS AND CONDITIONS. BY PARTICIPATING IN THE SWEEPSTAKES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN.

**Eligibility:** The Sweepstakes is open to all legal residents of the world, who have reached 21 years of age or older, all as of time of entry. All employees of Aqua Expeditions Cruise Lines ("Sponsor"), its advertising and promotion agencies, travel agencies, tour operators, Destination Management Companies, technical vendors, media and Public Relations partners, and each of their respective parent companies, divisions, affiliates, subsidiaries, or agents (collectively, "Sweepstakes Entities") and their immediate families (defined as spouse, child, sibling, or parent, grandparent, and their respective spouse) or household members are not eligible to enter or win. Sponsor reserves the right to verify eligibility qualifications of winners. This Sweepstakes is subject to all applicable federal, state, provincial, and local laws.

**Sweepstakes Period:** The Sweepstakes begins on Oct 1, 2021 at 12:00 PM Singapore Time (SGT) and ends on Oct 31, 2021 at 12:00 PM SGT (the "Sweepstakes Period").

**How To Enter:** During the Sweepstakes Period, eligible entrants ("Entrants") can enter the Sweepstakes by accessing the Aqua Expeditions Cruises website located at [aquaexpeditions.com](http://aquaexpeditions.com) (the "Website"), or via Aqua Expeditions' Facebook page located at [facebook.com/ AquaExpeditionsCruises](https://facebook.com/AquaExpeditionsCruises) and completing the electronic entry form by submitting Entrant's first and last name, email address, country of residence, and such other information as Sponsor may require. Entries must contain all information requested and comply with all any applicable restrictions or requirements set forth herein to be valid. Entrants must agree to these Official Rules to receive an entry into any Sweepstakes Period.

Limit one (1) entry per eligible person/email address for each Sweepstakes Period. Individuals may not register more than once using a different email. Sponsor is not responsible for lost, late, misdirected, or incomplete entries. By entering, you hereby agree that you have read and will be bound by the Sweepstakes' Official Rules ("Rules"). Winners must meet the eligibility requirements set forth in these Rules in order to qualify for the prize. For purposes of these Sweepstakes, "receipt" of an Internet entry occurs when the Sponsor servers record the entry information resulting from the entrant clicking the "Submit" button. Automated entries (including but not limited to entries submitted using any robot, crypt, macro, or other automated service) are not permitted and will be disqualified. All entries become the property of the Sponsor and will not be returned. All Entrants must have a valid e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain

associated with the submitted e-mail address. Please see the privacy policy located at [www.aquaexpeditions.com/privacy-policy/](http://www.aquaexpeditions.com/privacy-policy/) for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Sponsor is not responsible for any failure of the Website during the Sweepstakes Period or any Sweepstakes Period, including any technical malfunction of any computer online systems, servers, access providers, computer equipment, software, failure of any email or entry to be received on account of traffic congestion on the internet or at the Website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes. Sponsor reserves the right, in its sole discretion to cancel or suspend this Sweepstakes should fraud, viruses, bugs, or other causes beyond the control of Sponsor corrupt the administration, security or proper operation of the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prize from among all eligible, non-suspect entries received prior to cancellation of such Sweepstakes Period.

**Grand Prize Winners Selection:** At the completion of the Sweepstakes Period, at 10 Jalan Kilang, Bukit Merah Enterprise Centre, Singapore 159410, #06-04, the Sponsor will select one (1) potential grand prize winner in a random drawing from among all eligible entries that have the correct answer to the sweepstakes question received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received prior to the Drawing Date. Sponsor reserves the right to void all Entries made through any script, macro, robotic, automatic, mechanical, programmed or similar duplication method. Any attempt by the Entrant and/or his or her respective family/friends to enter more than the number of times authorized herein, using multiple names and/or email addresses, and/or systematic entering from the same IP address, and/or any other fraudulent mechanism, as determined by the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify the Entrant or entries in Sponsor's reasonable discretion. The Grand Prize Winner will be announced on Aqua Expeditions' Facebook page and notified via email and phone within two (2) week of Drawing Date. If any prize correspondence (including e-mail) is returned as non-deliverable, prize may be forfeited. Sponsor is not responsible for any change in Entrant's email address, phone number or any other contact information. Winners are subject to verification, including verification of age. Winners will be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release within ten (10) business days of attempted notification or prize may be forfeited. Unclaimed prizes will not be awarded. In the case that a prize is not claimed within 10 business days of announcement, a new winner will be drawn and notified.

**GRAND PRIZE:** One (1) verified Grand Prize Winners will each receive one (1) cruise trip for the winner and one (1) guest ("Cruise Guest" or "Guest").

One 7-day Aqua Expeditions Getaway Cruise at the new destination for the Winner and one (1) Cruise Guest, sharing accommodations of one (1) double occupancy stateroom. Approximate retail value ("ARV") of the prize: up to \$18,900 USD

Any difference between stated approximate retail value and actual value of prize will not be awarded.

**TRANSPORTATION TO AND FROM THE POINT OF EMBARKMENT/DISEMBARKMENT FOR EITHER CRUISE IS NOT INCLUDED.** All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion.

Cruise includes all regular on-board meals and excursions, applicable government fees and taxes for Cruise only. Cruise must be completed by Oct 31<sup>st</sup>, 2023 or prize will be forfeited. All

ground and air transportation, alcoholic beverages, boutique purchases, and any other incidental costs or other expenses not specifically set forth herein are the sole responsibility of Winners. All reservations and cruise arrangements including, without limitation, the dates and times are at the sole discretion of Sponsor. All Cruises must be taken during the time period specified; no alternative cruise dates are available or Grand Prize will be forfeited. All prize details are subject to availability and restrictions such as blackout dates for cruises during Christmas and New Year days. Cruise Guests must be 21 years of age or older as of the date of departure unless the companion is the child of a Winner. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay, cruise activities, and all other prize-related events) by minor's parent or legal guardian. Winners and Cruise Guests must cruise on same itinerary. Cruise Guests must (or a Cruise Guest's parent or legal guardian if a Cruise Guest is an eligible minor in his/her state/province/jurisdiction of residence) sign and return a cruise/publicity release before any ticketing of cruise occurs. The Winners and Cruise Guests must have all necessary identification and/or cruise documents (including but not limited to a valid passport, visa (if applicable) and all other necessary travel documents) required for Cruise. Aqua Expeditions reserves the right to refuse to embark any Winner or Cruise Guest, at any time if, in the sole opinion of Aqua Expeditions, a Winner or Cruise Guest, or any minor or other person in a Winner or Cruise Guest's care during the cruise, are unfit for any reason for the Cruise. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by Cruise operators or any other persons providing any Grand Prize-related services or accommodations. Winners and Cruise Guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged Cruise tickets, travel vouchers or certificates will not be replaced or exchanged.

**General Conditions:** This Sweepstake is governed by Singapore law. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If prizes, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Winners will be solely responsible for all applicable Federal, State, and local taxes connected with receipt of prize, the use and enjoyment of prize, or any other connection with this Sweepstakes unless otherwise required by law or unless this requirement is waived by the Sponsor in its sole discretion.

By participating in this Sweepstakes, Entrants understand and agree (and agree to confirm in writing): (a) to abide to these Official Rules which are final and binding and the decisions of Sponsor with respect to all aspects of the Sweepstakes, which are final, (b) to accept the prize as awarded, with substitution, and to release and hold harmless Sponsor, its parent, subsidiary and affiliated companies, advertising and promoting agencies, any other party associated with the development or administration of this Sweepstakes, and all of their respective officers, directors, employees, representatives and agents (collectively, "Releasees") from and against any and all liability whatsoever, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damages, loss or destruction of property rights of publicity or privacy, defamation, or portrayal in a false light) in connection with this Sweepstakes or with the announcement, acceptance, ownership, or use or misuse of prize (including but not limited to any travel related thereto) and/or use of the Entry, or other errors in these terms and conditions, and (c) except where legally prohibited, by accepting the prize, Winners agree to the use of their names, photographs, likenesses, voices, images and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in perpetuity, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval by the Sponsor and those acting under Sponsor's authority. Releasees are not responsible for loss, damage, or claims resulting from the Sweepstakes. Entrants or Winners will be disqualified for any attempt to tamper with any aspect of the Sweepstakes, or circumvent these Official Rules. Sponsor reserves the right to remedy any such action, disruption, or circumvention in a manner, determined solely by

Sponsor that is fair and equitable to Sweepstakes entrants. Sponsor may, at its sole discretion, disqualify any individual who tampers with any entry or with the operation of the Sweepstakes, who acts in violation of these Rules or otherwise in a non-sportsmanlike or disruptive manner, or who displays any intent to threaten, abuse or harass any other person. Sponsor reserves the right, in its sole discretion, to void, modify, terminate or suspend this Sweepstakes (or any portion thereof) should fraud or any unauthorized human intervention or other causes beyond the reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. BY ACCEPTING PRIZE, WINNERS ACCEPT (AGREE TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN LAND AND SEA TRAVEL, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGE THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGE THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUME THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREE THAT TO THE EXTENT PERMISSIBLE BY LAW, RELEASEES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. If any provision of the Official Rules or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of the Official Rules, it being the intent and agreement of the parties that the Official Rules shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to give effect to Sponsor's intent. Nothing in these Official Rules shall in any way limit or exclude liability for or in connection with (a) fraud, or (b) death or personal injury caused by negligence.

Disputes: As a condition of participating, participants agree (and agree to confirm in writing), to the extent permitted by law: (a) to release Releasees from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, (b) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court.

Publicity: By accepting the prize, where permitted by law, Winners grant to Sponsor the right of publicity, including the right to use and publish Winners' name, portrait, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration, notification, review or approval. Winners' names may also be posted in Internet/social media.

**Sponsor:** Aqua Expeditions Pte. Ltd., 10 Jalan Kilang, #06-04, Bukit Merah Enterprise Centre, Singapore 159410.