

# 2020 SEABOURN ACADEMY GRADUATES SWEEPSTAKES

## OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN ONLY TO TRAVEL AGENTS WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC), AGE 18 OR OLDER.

VOID WHERE PROHIBITED.

U.S. LAW GOVERNS THIS SWEEPSTAKES.

**1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.**

**2. ENTRY PERIOD:** The 2020 Seabourn Academy Graduates Sweepstakes (the “Sweepstakes”) begins at 12:00 A.M. Pacific Time (PT) on January 1, 2020, and ends at 11:59 P.M. PT on December 31, 2020 (the “Entry Period”).

**3. HOW TO ENTER:** There are two ways to enter. An Eligible Entrant (as defined in Section 4 below) may, during the Entry Period, log in at [www.seabournacademy.com](http://www.seabournacademy.com), access Courses, then the Seabourn Academy Graduate Program, and follow all steps to become a Seabourn Academy Graduate, as defined herein, in order to receive one (1) entry in the Sweepstakes. To become a Seabourn Academy Graduate, an Eligible Entrant must complete course numbers 101 through 106 in the Graduate Curriculum and pass each course exam with a score of 70% or higher. To receive one (1) Sweepstakes entry by mail without becoming a Seabourn Academy Graduate, during the Entry Period, an Eligible Entrant may hand print his or her full name, travel agency name, mailing address, telephone number, e-mail address and date of birth on a 3” x 5” card and mail it in a stamped business-size envelope to: 2020 Seabourn Academy Graduates Sweepstakes Entry, Seabourn Cruise Line Limited, 450 Third Avenue West, Seattle, WA 98119 USA.

Mailed entries must be postmarked during the Entry Period and received by 11:59 P.M. PT on January 8, 2021. Normal time rates, if any, charged by Internet service provider will apply. Proof of submission does not constitute proof of entry. Entry times will be determined using Sponsor’s computer, which will be the official clock for the Sweepstakes. There is a limit of one (1) sweepstakes entry per person and per e-mail address throughout the Entry Period, regardless of method of entry. All entries become the property of Seabourn Cruise Line Limited (“Sponsor”) and will not be returned, verified or acknowledged. **No purchase necessary.**

**4. ELIGIBILITY:** The Sweepstakes is open only to individual persons who as of the date of entry are travel agents, have registered at [seabournacademy.com](http://seabournacademy.com), are legal residents of the fifty United States, the District of Columbia or Canada (excluding the Province of Quebec), and are 18 years of age or older (“Entrants” or “Eligible Entrants”). Entrants may be required to show proof of eligibility. Employees of Sponsor, its parent companies, subsidiaries, affiliates, distributors and advertising and promotion agencies (all of the foregoing, the “Sweepstakes Entities”), and such employees’ immediate family

and household members, are not eligible. Void in Quebec, U.S. territories and where prohibited by law. In the event of a dispute regarding any entry, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Sponsor's decision is final in deciding the identity of an entrant.

5. **WINNER SELECTION:** One (1) potential Grand Prize winner will be selected in a random drawing conducted by Sponsor or its agent from all eligible entries received. Sponsor currently anticipates that the drawing for the Grand Prize will take place on or about January 15, 2021. Odds of winning depend on the number of eligible entries received throughout the Entry Period.
6. **WINNER NOTIFICATION AND VERIFICATION:** The potential winner is subject to verification. The potential winner will be notified by email, mail or phone, in Sponsor's discretion. The potential winner will be required to sign and return to Sponsor, within 10 days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability & Publicity Release and all information required for tax reporting, as applicable, per in Section 6 herein, in order to claim his/her prize. If the potential winner is unreachable or fails to respond to any notification during a period of forty-eight (48) consecutive hours (Sponsor may elect not to leave messages on answering machines), or if the potential winner fails to respond or fails to sign and return the Affidavit of Eligibility and Liability & Publicity Release within the required time period, or if any attempted notification or prize delivery is returned as undeliverable, the potential winner may be disqualified and an alternate winner may be selected. If the potential winner is precluded by his/her travel agency's policies from accepting the prize, Sponsor will have the right in its discretion to either (a) deliver the prize to the travel agency (subject to execution by the travel agency of the Affidavit and Release) or (b) disqualify the potential winner and select an alternate winner. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If the potential winner is a Canadian resident (excluding residents of Quebec, who are ineligible to participate in this Sweepstakes), he/she will be required to answer unaided a time-limited, mathematical skill-testing question by telephone before the prize can be claimed. In the event that such potential winner is unable to correctly answer the skill-testing question, Sponsor shall have the right to disqualify the potential winner and randomly select another potential winner, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in connection therewith.
7. **PRIZE:** One (1) Grand Prize: One (1) Seabourn Cruise Line cruise of up to fourteen (14) days for the winner and one (1) guest, departing in 2021, subject to availability at time of confirmation. Approximate Retail Value ("ARV") \$15,999 USD / \$21,093 CAD.  
  
The Grand Prize winner and his/her guest must travel together in the same stateroom on the same itinerary. The Grand Prize consists of suite accommodations for the winner and one (1) guest (same stateroom). Stateroom category will be assigned by Sponsor. Holiday

cruise dates are excluded. All expenses and costs associated with the acceptance or use of any prize that are not expressly specified in these Official Rules as being part of the Grand Prize (including without limitation airfare or other transportation to or from cruise ship, hotel accommodations, shore excursions, travel insurance, laundry service, spa treatments, local and long distance telephone calls, ship to shore communications including Internet usage, merchandise and souvenirs, incidental expenses, hotel service charges, personal onboard expenses, or applicable passport, visa and entry/exit fees) are the responsibility of the winner. Ship's registry: The Bahamas. Grand Prize is provided subject to the Seabourn Cruise Line Cruise Contract and applicable terms and conditions set forth in the applicable Seabourn Cruise Line brochure. Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Seabourn Cruise Line cruise or stateroom category other than that assigned or used in conjunction with any other offer or promotion. Grand Prize winner and guest are NOT eligible for Seabourn Cruise Line air/sea programs or Seabourn Cruise Line's SeabournShield program.

No substitution of any prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value. Prize will be awarded only to a Winner with a residential address within the United States, DC, or Canada (excluding Quebec, residents of which are ineligible to participate in this Sweepstakes). Winner will be solely responsible for all applicable Federal, State, provincial and local taxes connected with receipt of the prize. As a condition of accepting the prize, the Winner agrees to furnish to Sponsor any requested information needed for tax reporting, either Form W-9 if a US Citizen or resident, or Form W-8 if non-US citizen or non-US resident, and understands that such information must be received by Sponsor before or at the time any prize is issued to or booked on behalf of such Winner. If the Winner is a U.S. resident, he/she will receive an IRS Form 1099 for the actual value of the prize awarded. Canadian residents may be subject to withholding taxes, and Canadian residents are responsible for the reporting and payment of any income tax. Prize value is based on conversion rates as of December 4, 2019 and may vary; the actual value depends on market conditions at time of fulfillment. Any difference between ARV and actual value will not be awarded. The Grand prize must be requested at least ninety (90) days prior to the intended travel date. Guests under the age of 21 years must be accompanied by a parent, relative or guardian 21 years or older in the same stateroom. The Winner and guest are responsible for providing proper citizenship documentation to travel, which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. Each traveler must check with his/her travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov) for more information. Travelers of all ages are strongly encouraged to obtain passports. Prize elements may not be separated. The Grand Prize will be awarded provided it is validly claimed by the date specified in the prize award notification.

- 8. GRANT OF RIGHTS:** Entry constitutes a grant of permission to Sponsor and its parent companies, affiliates, subsidiaries, promotional partners, agents, and those they may designate from time to time (all of the foregoing, the “Sponsor Parties) to use the entrant’s name, likeness (including without limitation photographs and/or recordings of the entrant), voice and biographical information, for purposes of trade, publicity or promotion and any other purpose, in all media and formats whether now known or later developed, throughout the world in perpetuity, without any notice, permission or compensation (except where prohibited by law). Sponsor may in its discretion create and disseminate blog posts and other informational accounts of the prize trip and the activities of the winner and guest in connection with the trip, and by entering each entrant consents to the same.
- 9. RELEASE AND ASSUMPTION OF RISK:** By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases each of the Sweepstakes Entities and each of their successors, and the directors, officers, employees and assigns of each of the foregoing, from and agrees not to assert any and all claims, actions, suits, proceedings and demands arising out of or relating to the conduct of or the entrant’s participation in the Sweepstakes, the acceptance or use of the prize, or any other exercise by any of the Sponsor Parties of the rights granted herein, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize and any activity or travel related thereto or participation in this Sweepstakes. Sponsor may in its discretion create and disseminate blog posts and other informational accounts of the prize trip and the activities of the winner and guests in connection with the trip, and by entering each entrant consents to the same. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize.
- 10. GENERAL RULES:** The Sweepstakes Entities are not responsible for late, lost, delayed, illegible, corrupted or incomplete entries or Courses, incorrect or inaccurate capture of entries or entry information, loss of entries or entry information, or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Sweepstakes. The Sweepstakes Entities are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user’s Internet service provider and/or e-mail client or for insufficient space in user’s e-mail account to receive e-mail. The Sweepstakes Entities are not responsible for any liability for damage to any computer or computer system resulting from participation in or accessing or downloading information in connection with this promotion. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW.**

SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Use of any macro, “bot” or other automated system or mechanism to submit entries is prohibited. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Sponsor may prohibit any potential entrant from participating in the Sweepstakes or winning a prize if, in Sponsor’s sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices, or acts in a manner that is intended or likely to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend all or part of this Sweepstakes should a virus, bug, entrant fraud or misconduct, or other cause(s) beyond the reasonable control of Sponsor, in Sponsor’s determination, corrupt the administration, integrity, security or proper operation of the Sweepstakes. In the event of termination of the Sweepstakes, a notice will be posted online and a random drawing to award the prize will be conducted from among all eligible entries received prior to the time of termination. All federal, state/provincial and local laws and regulations apply. Each entrant will indemnify, defend and hold each of the Sweepstakes Entities and each of their successors, and the directors, officers, employees and assigns of each of the foregoing, harmless from and against any and all claims, actions, suits, proceedings and demands arising out of or relating to the operation of this Sweepstakes, any person’s participation in this Sweepstakes, and/or the acceptance, possession, use and/or misuse of any prize, including, without limitation, any claims or liability relating to loss of or damage to property, personal injury and/or death. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize element. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. The Sweepstakes Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. Information collected from entrants in connection with the Sweepstakes will be subject to Sponsor’s privacy policy, available at [www.seabourn.com](http://www.seabourn.com).

- 11. PRIVACY:** Entrants agree that personal data provided to the Sponsor in connection with this Sweepstakes, including name, address, telephone number and email address may be processed, stored or otherwise used within the context of administering the Sweepstakes and engaging in marketing and public relations related activity. The entrant expressly consents to such processing, storage and use. Personal data will be transferred to the United States and entrants consent to the data transmission, processing and storage of this personal data in the United States. Sponsor takes its data privacy/protection obligations seriously and entrants have the right to enquire as to how their data is being processed by writing to the Sponsor. Information collected from entrants will also be treated in accordance with Sponsor's privacy policy which can be viewed at [www.seabourn.com](http://www.seabourn.com). By entering the Sweepstakes, each entrant consents to the collection and use of his/her personal data as permitted pursuant to the privacy policy and this Section 11 (and in the event of any conflict the privacy policy shall prevail).

**12. DISPUTES:** Except where prohibited by law, each entrant agrees that: (a) any and all disputes, claims and 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 exclusively by a court of proper jurisdiction in the State of Washington, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives 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, the rights and obligations of the entrant in connection with the sweepstakes, or the conduct of the sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Washington, USA, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, USA.

**13. WINNER LIST:** For the name of the winner, available after February 15, 2021, send an email to [seabournacademy@seabourn.com](mailto:seabournacademy@seabourn.com) with the subject line of "2020 Seabourn Academy Graduates Sweepstakes Winner List" or send a self-addressed, stamped envelope to: Seabourn Cruise Line Limited, 450 Third Avenue West, Seattle, WA 98119 USA, Attn: 2020 Seabourn Academy Graduates Sweepstakes Winner List. Requests must be received no later than April 15, 2021.

**14. SPONSOR:** Seabourn Cruise Line Limited, Seattle, WA, USA.

2020 SBN Academy Graduates Sweepstakes