

# HOLLAND AMERICA LINE

## 7-DAY CHOOSE YOUR CRUISE 2019-2020 SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC), AGE 21 OR OLDER. VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS SWEEPSTAKES.**

**CONSUMER DISCLOSURE: No Purchase or payment of any kind is necessary to enter or win this sweepstakes.** You have not yet won. Grand Prize: One seven (7-) day Holland America Line Europe, Caribbean, Alaska, Mexico or Canada & New England cruise for two. ARV: \$3,598 USD. There is one prize out of 200,000 prize notices distributed. Odds of winning depend on the number of entries received. Entries must be submitted by 3/31/20. Sponsor is: Holland America Line N.V., 450 Third Ave. W., Seattle, WA 98119.

1. **HOW TO ENTER:** The entry period for the 7-Day Choose Your Cruise 2019-2020 Sweepstakes (the "Sweepstakes"), sponsored by Holland America Line N.V. ("Sponsor"), begins at 12:00 A.M. Pacific Time (PT) on April 01, 2019 and ends at 11:59 P.M. PT on March 31, 2020 (the "Entry Period"). Entrants may submit an entry online or by mail. To enter online, during the Entry Period, entrants may:

1. Access [www.enterhal.com](http://www.enterhal.com) (the "Website") and follow the on-screen entry instructions to submit an entry; or
2. Provide all requested information where indicated on any Choose Your Cruise Sweepstakes online advertisement on which an entry form appears and submit your entry.

Entrants entering the sweepstakes by way of online entry will be required to submit his or her name, mailing address, telephone number, e-mail address and date of birth and such other information as Sponsor may require.

To enter by mail, eligible entrants may:

1. Complete fully, by hand, the 7-Day Choose Your Cruise 2019-2020 Sweepstakes entry form found in select mailers and mail it to the address printed on the form; or
2. Hand-print his or her name, mailing address, telephone number, e-mail address and date of birth on a 3"x 5" card, deposit the card in a standard business-sized envelope with sufficient postage affixed, and mail the envelope to: 7-Day Choose Your Cruise 2019-2020 Sweepstakes Entry, Holland America Line N.V., 450 Third Avenue West, Seattle, WA 98119.

Online entries must be submitted and received by Sponsor by 11:59 P.M. PT on March 31, 2020. Mailed entries must be postmarked during the Entry Period and received by 11:59 P.M. PT on April 7, 2020. 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 sweepstakes entry per person and per e-mail address, regardless of method of entry. No purchase or payment of any kind is necessary to enter or win the Sweepstakes.

2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty United States, the District of Columbia and Canada (excluding Quebec) who are 21 years of age or older as of the date of entry. Employees of Sponsor, its subsidiaries, affiliates, distributors and advertising and promotion agencies, and such employees' immediate family and household members (whether related or not), 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). The Sponsor's decision is final in deciding the identity and/or eligibility of an entrant.
3. **WINNER SELECTION:** One potential Grand Prize winner will be selected in a random drawing conducted by Sponsor or its agent on or about April 11, 2020, from among all eligible entries received. Odds of winning depend on the number of eligible entries received. 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 ten days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability Release and, if legally permissible, a Publicity Release (collectively, a "Declaration and Release" for residents of Canada) and all information required for tax reporting, as applicable, per in Section 4 herein, in order to claim his/her prize. If the potential winner is a Canadian resident (with the exception of Quebec, residents of which are not eligible to enter this Sweepstakes), he/she will be required to answer unaided a time-limited, mathematical skill-testing question by telephone (or another manner determined by Sponsor in its discretion) 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. 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 any required documentation within the required time period, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the applicable prize as awarded for any reason, the potential winner may be disqualified and an alternate winner may be selected. The potential winner must continue to comply with

all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

4. **PRIZE:** One Grand Prize (the “Grand Prize” or “Prize”) will be offered in the Sweepstakes. The Prize consists of one (1) seven- (7-) day Holland America Line Cruise for the winner and one (1) guest, sharing accommodations of one (1) ocean-view stateroom. The winner and guest must travel on the same itinerary. Winner may select a seven- (7-) day Holland America Line Europe, Caribbean, Alaska, Mexico, or Canada & New England cruise departing in 2020, subject to availability at time of confirmation. The prize consists of ocean-view stateroom accommodations for the winner and one (1) guest (same stateroom) and most shipboard meals (certain alternate dining options require payment of a fee). The approximate retail value (“ARV”) of the Prize is \$3,598.00 (USD) / \$4,770.00 (CAD). Prize values are based on conversion rates as of February 13, 2019 and may vary; value depends on market conditions at time of fulfillment. Any difference between ARV and actual value will not be awarded. Restrictions may apply. All Prize details will be determined by Sponsor in its discretion. The Prize consists only of those items expressly specified in these Official Rules as being part of the Prize. 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 Prize (including without limitation airfare or other transportation to or from port of departure, ground transfers, shore excursions, hotel service charges, personal onboard expenses, or applicable passport, visa and entry/exit fees) are the responsibility of the winner. Ship's registry: The Netherlands. The Prize is provided subject to the Holland America Line Cruise Contract and applicable terms and conditions set forth in the Holland America Line brochure from which the cruise is selected. 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), or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. The Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Holland America cruise or stateroom category other than that assigned. The Prize winner and guest are NOT eligible for Holland America air/sea programs or Holland America's Cancellation Protection Plan programs in connection with the Prize. No substitution of the 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. The Prize will be awarded if properly claimed. The Prize is awarded “as is” and without any warranty, except as required by law. The Prize will be awarded only to a Winner with a residential address within the United States, DC, or Canada (excluding Quebec). Winner will be solely responsible for all applicable Federal, State, provincial 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. 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.

5. **GRANT OF RIGHTS:** By entering, each entrant grants permission to Sponsor and each of its parent companies, affiliates, subsidiaries and successors, and each of their agents and licensees, to use the entrant's name, biographical information, voice and likeness for purposes of advertising and trade and other commercial purposes, worldwide, without further notice or compensation, unless prohibited by law.
6. **GENERAL RULES:** Sponsor and its parent companies, affiliates, subsidiaries, distributors and advertising, promotion and Internet agencies, the successors, assigns and agents of each of the foregoing, and each of their respective directors, officers and employees (collectively, the "Released Parties") are not responsible for, and will have no liability for, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, postage-due mail, incorrect or inaccurate capture of entries or entry information, loss of or damage to entries or entry information, or any other human or technical errors of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will have no liability 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 Released Parties are not responsible for, and will have no liability for, any damage to any computer or computer system resulting from participation in or accessing or downloading information in connection with this promotion. The Released Parties are not responsible for, and will have no liability for, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause any postponement or cancellation of any prize component or event. **CAUTION: ANY ATTEMPT 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 (INCLUDING ATTORNEYS' FEES) 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, in its sole discretion, may disqualify any individual who Sponsor determines or believes has tampered with the entry process, cheated, or otherwise undermined or attempted to undermine the legitimate operation of the Website or the Sweepstakes or acted in a manner or has engaged in conduct that is intended or likely to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor. Sponsor reserve the right, in its sole discretion, to cancel, modify or suspend all or part of this Sweepstakes should a virus, bug, technical failure or problem, 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. The Released Parties shall have no liability for any damage or loss to person or property or any other liability due, in whole or in part, directly or indirectly, to the operation of this Sweepstakes, any person's participation in this Sweepstakes, and/or the acceptance, possession, receipt, use and/or misuse of any prize or prize component. By entering, entrants agree to release and hold each of the Released Parties harmless from and against any and all claims and liability arising out of the operation of this Sweepstakes, the entrant's participation in this Sweepstakes, the acceptance, possession, receipt, use and/or misuse of any prize or prize component (including without limitation any prize-related travel), and/or use of the winner's name, likeness, voice and/or biographical information as permitted hereunder, including, without limitation, any claims or liability relating to loss of or damage to property, personal injury and/or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance, receipt or use of any prize or prize component. All entries become the property solely of Sponsor and will not be returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor is not responsible for and shall not have any liability for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize. In no event will more than the number of prizes stated in these Official Rules be awarded.

7. **PRIVACY:** Sponsor and its contractors, agents and licensees will have the right to process, store, disclose and otherwise use all data provided to the Sponsor in connection with this Sweepstakes, including each entrant's name, address, telephone number and email address, (a) for the purpose of administering the Sweepstakes and for other marketing and public relations related activity and (b) in any other manner permitted by Sponsor's privacy policy which can be viewed at [www.hollandamerica.com](http://www.hollandamerica.com). By entering, 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. By entering the Sweepstakes, each entrant consents to the collection and use of data (including without limitation personal data about the entrant) as permitted pursuant to the privacy policy and as permitted pursuant to this Section 7.
8. **DISPUTES:** Except where prohibited by law, by entering the Sweepstakes, 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; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental and/or 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 and Sponsor 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, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Washington, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising out of these Official Rules.

9. **WINNER LIST:** For the name of the winner, available after May 15, 2020, send a self-addressed, stamped envelope to: Holland America Line N.V., 450 Third Avenue West, Seattle, WA 98119 USA, Attn: 7-Day Choose Your Cruise 2018-2019 Sweepstakes Winners List. Requests must be received by July 1, 2020.

10. **SPONSOR:** Holland America Line N.V., Seattle, WA.