

## WINDSTAR TRAVEL ADVISOR APPRECIATION PROMOTION

### Official Rules

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VALID ONLY IN CANADA (EXCLUDING QUEBEC) AND THE UNITED STATES; VOID WHERE PROHIBITED BY LAW. ENTRY IN THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

The WINDSTAR TRAVEL ADVISOR PROMOTION (“Promotion”) is open to licensed travel advisors in the United States and Canada (excluding Quebec) (“Entrant(s)” or “You”) who register for the Promotion online between May 1 and July 31, 2019. Entrants will earn points according to the Activity Point Schedule below and earn awards based on the number of points earned in accordance with these Official Rules (“these Rules”).

**Binding Agreement.** In order to enter the Promotion, You must agree to these Rules. Therefore, please read these Rules prior to entry to ensure You understand and agree. You agree that submission of an entry in the Promotion constitutes agreement to these Rules. Winning prizes and earning awards is contingent upon fulfilling all requirements set forth in these Rules. These Rules form a binding legal agreement between You and the Sponsor with respect to the Promotion.

THESE OFFICIAL RULES AFFECT YOUR LEGAL RIGHTS BY REQUIRING BINDING ARBITRATION OF CLAIMS, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY. IF YOU DO NOT AGREE TO ARBITRATE YOUR CLAIMS AGAINST SPONSORS, DO NOT ENTER THE PROMOTION. BY ENTERING THE PROMOTION, YOU AGREE ALL CLAIMS OR DISPUTES BETWEEN YOU AND THE SPONSORS THAT ARISE OUT OF OR RELATE TO THE PROMOTION OR YOUR PARTICIPATION MUST BE RESOLVED INDIVIDUALLY THROUGH MANDATORY, BINDING ARBITRATION, RATHER THAN LITIGATION IN COURT. YOUR ENTRY INTO THE PROMOTION SIGNIFIES YOUR AGREEMENT TO THESE OFFICIAL RULES.

**Sponsor & Administrator.** The sponsor and administrator for this Promotion is WINDSTAR CRUISES MARSHALL ISLANDS, LLC, 2101 4<sup>th</sup> Avenue – Suite 210, Seattle, WA 98121 (“Sponsor”).

**Promotion Entry Period, Promotion Period and Timing.** The Promotion entry period begins on May 1, 2019, at 12:00:01 A.M. Pacific Time (“PT”) and ends on July 31, 2019 at 11:59:59 P.M. PT (the “Promotion Entry Period”). Points must be earned between May 1, 2019 and June 30, 2019 (the “Promotion Period”).

All dates and times are subject to change. Sponsor’s computer is the official time-keeping device for the Promotion. Entrants are responsible for determining the correct beginning and ending times of the Promotion Period. Sponsor is not responsible for illegible, damaged, incomplete or misdirected entries.

**Odds of Winning.** Odds of winning the prizes and earning awards depend on the number of eligible entries received and the number of points earned by each Entrant during the Promotion Period. Some awards are “automatically” earned if the designated number of points is achieved and documented.

**Eligibility.** This Promotion is open to travel advisors in Canada and the United States who are at least twenty-one years of age as of May 1, 2019, and earn and document points according to the Activity Point Schedule below. Grand Prize Award recipients must have a valid passport. Employees and officers

of the Sponsor and its parent and affiliate companies, as well as the immediate family (parents, siblings, children, spouses and life partners of each, regardless of where they live) and household members of each such employee or officer (whether related or not) are not eligible. The Promotion is void outside Canada and the United States, and where prohibited by law. (NEW JERSEY NOTICE: The Promotion is not void in the state of New Jersey).

**How to Enter.** Visit [AdvisorHub.WindstarCruises.com/Appreciation](http://AdvisorHub.WindstarCruises.com/Appreciation) during the Promotion Entry Period and follow the instructions to complete and submit the entry form and claim points according to the Activity Point Schedule. All entries become the property of the Sponsor and will not be acknowledged or returned, and no correspondence will be entered into by Sponsor to Entrant regarding the status of an entry. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All Entrant information, including e-mail addresses, is subject to the Privacy Policy of the Sponsor.

**Activity Point Schedule.** Entrants earn points for various activities according to the schedule below:

Entrants will earn points by completing different initiatives geared towards promoting the Windstar Cruises brand, completing educational opportunities, making bookings, and registering their points with Sponsor. Except as noted below, these activities must be completed between May 1 and June 30, 2019 and the Entrant must register their points with Sponsor by July 31, 2019.

<b>ACTIVITY</b>	<b>POINTS</b>
Graduate Star Specialist Academy between May 1, <b>2018</b> and June 30, 2019	180 pts
Attend a Windstar Webinar	180 pts
Register to use <i>bookWINDSTAR ONLINE</i> between May 1, <b>2018</b> and June 30, 2019	180 pts
Make your first <i>bookWINDSTAR ONLINE</i> booking	360 pts
Make a Windstar booking using <i>bookWINDSTAR ONLINE</i> *	180 pts
Make a Windstar booking*	90 pts
Windstar Social Media Post – Facebook**	180 pts
Windstar Social Media Post – Instagram**	180 pts
Windstar Social Media Post – Twitter**	180 pts
Send out a Windstar Cruises Promotional Email	180 pts

\* Can be earned multiple times

\*\*For any social media posts, the participant must indicate that they are a licensed travel advisor and that the post relates to this Windstar promotion.

All Windstar cruise bookings are eligible with the exception of Interline, Friends and Family, and TA rate bookings. Bookings may not be pooled by a travel agency, only individual Travel Advisors are eligible to enter. For the Grand Prize Award, Sponsor will determine each Entrant's point total as of December 2, 2019 in Sponsor's sole and absolute discretion; an Entrant will lose points associated with a booking if that booking is cancelled or delinquent in payment as of December 2, 2019. For Gift Card Awards, Sponsor will determine in its sole and absolute discretion each Entrant's point total as of the date all the cruises booked and registered by the Entrant have sailed; an Entrant will lose points associated with a registered booking if that booking is cancelled.

### **Awards.**

Grand Prize Award. The Grand Prize Award is a 5-day round-trip cruise on the *Star Breeze* from Miami, Florida departing March 14, 2020. There will be five (5) Grand Prize Award Recipients. The top five (5) point scorers as determined by Sponsor in its sole discretion will be awarded a Grand Prize Award. Each "Grand Prize Award" includes:

- *Bahamas & Key West Getaway Cruise;*
- Stateroom accommodation based on double-occupancy for each Grand Prize Award recipient and one (1) guest;
- All onboard meals in all venues at all times, including room service menu;
- All non-alcoholic beverages, including cappuccino, espresso, and other specialty non-alcoholic beverages;
- Fully-equipped Watersports Platform and use of all water sports equipment (where available) on the ship, as provided by Windstar Cruises;
- All cruise fees and port expenses.

Approximate Retail Value ("ARV") of the Grand Prize Award is USD\$4,700 (CAD\$6,342.00)<sup>1</sup>.

Grand Prize Awards do not include air or ground transportation to and from the point of embarkation and disembarkation in Miami, Florida. All Grand Prize Award recipients must provide for and pay the cost of air and ground transportation to and from Miami, Florida. All unspecified expenses related to acceptance/use of the Grand Prize Award are the Grand Prize Award recipients' sole responsibilities, including but not limited to, onboard gratuities (including prepaid onboard gratuities of approximately USD\$13.50 (CAD\$18.00) per guest per day), shore excursions, hotel service charges, checked baggage fees, discretionary hotel and dining charges, alcoholic beverages, laundry, telephone, Wi-Fi, on-board boutique purchases, travel upgrades, personal on-board expenses and all passport, visa and entry/exit fees. If any travel visas are required, these are the responsibility of the Grand Prize Award recipient and guest.

Reservations for cruise must be confirmed at least sixty (60) days prior to date of departure. Rebooking and changes are not permitted. All tickets are non-refundable and non-transferable.

Grand Prize Award recipients may elect to receive a USD\$750.00 (CAD\$1,012.00) Visa Gift Card instead of taking the cruise. This election must be made by December 16, 2019 by written notice to Sponsor at:                     .

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<sup>1</sup> USD to CAD Exchange rate = 1.3494 calculated as of April 24, 2019 (all amounts rounded to whole dollars).

**Gift Card Awards.** Entrants other than Grand Prize Award recipients can earn Visa Gift Cards in an amount determined below for points earned according to the Activity Point Schedule:

<b>Points Earned per Activity Point Schedule</b>	<b>Gift Card Award</b>
1000 pts	USD\$100.00 (CAD\$135.00) Visa Gift Card
1500 pts	USD\$150.00 (CAD\$202.00) Visa Gift Card
2000 pts	USD\$200.00 (CAD\$270.00) Visa Gift Card
3000 pts	USD\$300.00 (CAD\$405.00) Visa Gift Card
4000 pts	USD\$500.00 (CAD\$675.00) Visa Gift Card
5000 pts	USD\$750.00 (CAD\$1,012.00) Visa Gift Card

Entrants may earn a single gift card based on the total number of points earned during the Promotion Period and registered by the end of the Promotion Entry Period, subject to point losses for cancelled bookings. Entrants do not qualify at each level achieved, only at the highest level achieved. For gift card awards, Sponsor will determine in its sole and absolute discretion each Entrant’s point total as of the date all the cruises booked and registered by the Entrant have sailed. An Entrant will lose points associated with a registered booking if that booking is cancelled.

**Selection and Prize Notification.**

**Grand Prize Award Recipients.** Five (5) potential Grand Prize Award Recipients (“Potential Grand Prize Award Recipients”) will be selected by December 2, 2019. The five Potential Grand Prize Award Recipients will be the five Entrants with the highest activity point totals as of December 2, 2019, based on total registered points as of July 31, 2019, less points deducted as of December 2, 2019 for cancelled and delinquent bookings. In the case of a tie, the winner of the tie-breaker will be the Entrant with the highest number of bookWINDSTAR ONLINE points as of December 2, 2019, and if there is still a tie, the Entrant with the highest number of regular booking points as of December 2, 2019. Potential Grand Prize Award recipients will be notified by e-mail (the “Notification E-mail”) by December 9, 2019 using the e-mail address provided on the entry form submitted. The Notification E-mail will request that the Potential Grand Prize Award recipient e-mail Sponsor at a specified e-mail address with specific personal information, including but not limited to the Potential Grand Prize Award recipient’s full name, address, phone number, email address, and date of birth. The Potential Grand Prize Award recipients will be required to sign an affidavit of eligibility and, except where prohibited by law, a publicity and liability release (“Award Documents”) granting Sponsor the right to use the recipient’s name, likeness, voice, biographical data, city and state/province of residence (collectively, “Award Recipient Attributes”), for any advertising and promotional purposes in any media now known or hereafter devised, without further notice, compensation, consideration, review or consent, as well as complete a W-9 form. The Potential Grand Prize Award recipients must e-mail Sponsor at the specified e-mail address within three (3) business days after Sponsor sends the Notification E-mail, at which time such Potential Grand Prize Award recipient will be provided with the Award Documents. Failure to respond to the Notification E-mail within three (3) business days may result in the Potential Grand Prize Award recipient being disqualified and an alternate Potential Grand Prize Award recipient being selected. If a Potential Grand Prize Award recipient cannot or will not accept the Grand Prize Award and fails to elect a USD\$750.00 (CAD\$1,012.00) Visa Gift Card by December 16, 2019 as provided above, the Grand Prize Award may

be forfeited, the Potential Grand Prize Award recipient may be disqualified, and the Sponsor reserves the right to select an alternate Potential Grand Prize Award recipient, time permitting, and in Sponsor's sole discretion, with whom Sponsor will follow the same notification process. All Grand Prize Awards will be awarded, time permitting, provided a sufficient number of eligible entries is received. Photo identification and credit card or cash deposit may be required at time of booking and embarkation for incidental charges and all other optional extras not included in the Grand Prize Award.

Grand Prize Award recipients and guests must be 21 years of age or older on May 1, 2019 and provide their own air and ground transportation to and from Miami, Florida for the cruise.

Grand Prize Award recipients and guests must sign and return a cruise liability release and, where permitted by law, a publicity release before ticketing of cruise occurs.

Grand Prize Award recipients and guests are required to sign and adhere to Windstar Cruises' Passage Contract, the most recent version of which will be sent to Award recipients at the time of Grand Prize Award booking.

Grand Prize Award recipients and guests must comply with any and all security procedures and measures imposed by Sponsor, who reserves the right in its sole discretion to suspend or cancel the participation of a Grand Prize Award recipient and his/her guest due to non-compliance with any security procedure or inappropriate behavior or misconduct. As set forth in more detail in the Passage Contract, Windstar Cruises reserves the right to refuse to embark Grand Prize Award recipients or any guests at any time if, in the sole opinion of Windstar Cruises, Grand Prize Award recipients or guests are unfit for any reason for the cruise. Grand Prize Award recipients and guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and by accepting the Grand Prize Award acknowledge that Windstar Cruises has not, and will not, obtain or provide travel insurance or any other form of insurance.

Grand Prize Award recipients may be required to participate in reasonable publicity on behalf of the Sponsor.

Sponsor retains, in its sole discretion, the right to substitute any Grand Prize Award with another award of similar value in the event that the original award offered is not available. There are no cash alternatives or substitutions except as noted above. Grand Prize Awards are not transferable. No purchase is necessary for entry. Each Award recipient is responsible for reporting and paying all taxes (including income, sales and other taxes) and fees associated with his/her Award receipt and/or use (including by his/her guest); Sponsor is not responsible for and will not pay any such taxes.

Gift Card Recipients. All Entrants who earn in excess of 1,000 total points, as determined by Sponsor in its sole and absolute discretion, will receive a Visa Gift Card according to the schedule above. Sponsor will send the gift cards to each Gift Card Recipient within 60 days of the date that all cruises booked by that recipient have sailed. An Entrant will lose points associated with a registered booking if that booking is cancelled. The gift cards are electronic and will be emailed to the recipients at the email address on their Promotion entry forms.

Gift Card recipients may be required to participate in reasonable publicity on behalf of the Sponsor.

Sponsor retains, in its sole discretion, the right to substitute any Gift Card Award with another award of similar value in the event that the original award offered is not available. There are no cash alternatives or substitutions except at Sponsor's sole discretion. Gift Card Awards are not transferable. No

purchase is necessary for entry. Each Award recipient is responsible for reporting and paying all taxes (including income, sales and other taxes) and fees associated with his/her Award receipt and/or use; Sponsor is not responsible for and will not pay any such taxes. All card issuer terms and conditions for gift cards apply.

**Entrant Conduct.** This Promotion is subject to all federal, state/provincial, and local laws/regulations. Failure to comply with these Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of: tampering with the entry process or otherwise abusing the entry process or the operation of the Promotion; acting in any manner deemed by Sponsor to be in violation of these Rules; or acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION OR THE AWARDS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Indemnity.** To the maximum extent permitted by law, each Entrant shall indemnify, defend and hold harmless the Sponsor Parties (as defined below) at all times from and against any and all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Sponsor Parties from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (i) any misrepresentation made by the Entrant in connection with the Promotion; or (ii) any non-compliance by the Entrant with these Rules.

### **Release and General Terms.**

Grand Prize Award Recipients. By accepting a Grand Prize Award, each Grand Prize Award recipient accepts the inherently dangerous nature and risk in air, land and sea travel, including personal injury and/or death, acknowledges that his/her participation in the award trip is voluntary, acknowledges 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 assumes the risk of such factors and occurrences and agrees to the extent allowed by law that Sponsor and its parents, subsidiaries and affiliates, and their respective officers, directors, members, employees, and agents, shall not be in any way responsible for any resulting injury and/or death.

All Entrants. By participating in the Promotion, Entrants agree, to the fullest extent permitted by law, to release and hold harmless Sponsor, and its parents, subsidiaries, affiliates, directors, and their respective officers, directors, members, employees, and agents (collectively, the "Sponsor Parties") from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Promotion or the Awards. Sponsor assumes no responsibility or liability for the following: (i) malfunctions involving telephone, computer, hardware, software, satellite, programming, network, server or other connections, or other technical failures or errors, or failure to properly process Entries; communication disruption or other forces beyond the reasonable control of the Sponsor, including inability to access the Promotion website, submit entries or other disruption related to Internet traffic, virus, bug, or nonauthorized intervention; damage caused by computer virus or otherwise resulting to any computer from Entrant's access of the Promotion website, whether human, mechanical or electronic; (ii) any

incorrect or inaccurate information, any of the equipment or programming associated with the Promotion, or any technical or human error which may occur in connection with the Promotion; (iii) any injury or damage to Entrants or to Entrants' or a third person's computer and/or its contents related to or resulting from participating in the Promotion; or (iv) inaccessibility or unavailability of the Internet or any combination thereof. In New Jersey, the foregoing limitation and release does not apply to liability due to Sponsor's intentional or reckless conduct, gross negligence, strict liability, negligence, or violation of a statutorily imposed duty. If, for any reasons, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Sponsor, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and Sponsor may award all un-awarded Grand Prize Awards remaining at the time of modification or suspension to eligible non-winning participations selected by random drawing. Sponsor shall post notice of such action on the Promotion website at [AdvisorHub.WindstarCruises.com/Appreciation](http://AdvisorHub.WindstarCruises.com/Appreciation).

**Privacy.** All entries submitted in the Promotion will be subject to Sponsor's privacy policies available here: [AdvisorHub.WindstarCruises.com/Appreciation](http://AdvisorHub.WindstarCruises.com/Appreciation). Information collected from Entrants is subject to Sponsor's privacy policy. By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of Entrants' personal information, including but not limited to name and email address, for marketing purposes and for purposes of the proper administration and fulfillment of the Promotion as described in these Rules in accordance with Sponsor's privacy policy, which Entrants acknowledge they have read and accepted along with these Rules.

**Disputes.** YOU AND SPONSOR AGREE THAT, EXCEPT FOR DISPUTES THAT QUALIFY FOR STATE OR PROVINCIAL COURTS OF LIMITED JURISDICTION (SUCH AS SMALL CLAIMS, JUSTICE OF THE PEACE, MAGISTRATE COURT, AND SIMILAR COURTS WITH MONETARY LIMITS UP TO USD\$10,000 (CAD\$13,494) ON THEIR JURISDICTIONS OVER CIVIL DISPUTES), ANY CONTROVERSY OR CLAIM, WHETHER AT LAW OR EQUITY, ARISING OUT OF OR RELATED TO THIS PROMOTION OR AN AWARD, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE RESOLVED IN ITS ENTIRETY BY INDIVIDUAL (NOT CLASS-WIDE NOR COLLECTIVE) BINDING ARBITRATION. ENTRANTS AND AWARD RECIPIENTS SHALL NOT BE PERMITTED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

1. Any arbitration will be determined by a single arbitrator, and all proceedings brought pursuant to this section will take place in the State of Washington in King County. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and Consumer Arbitration Rules (the "Arbitration Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The Arbitration Rules, including instructions for how to initiate arbitration, are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If You initiate arbitration, You must notify Sponsor at the address listed above.
2. The parties agree to share equally in the arbitration costs incurred. All issues and questions concerning the construction, validity, interpretation and enforceability of these 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 Washington,

without giving effect to any choice of law or conflict of law rules (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 and shall be resolved individually, without resort to any form of class action.

**Award Recipient List.** For a list containing the names of the Award recipients, mail a self-addressed stamped envelope to Sponsor at its Seattle address above. Requests must be received by February 1, 2020. Vermont residents may omit return postage.