

SEND YOUR TRAVEL ADVISOR ON A CRUISE CONTEST OFFICIAL RULES

SUMMARY OF CONTEST: This Contest provides an opportunity to show appreciation for Travel Advisors and send them on a cruise with Windstar Cruises. Consumers and Travel Advisors can nominate a Travel Advisor in the comments section of a daily nomination Facebook post on the Windstar Facebook page on May 10, 11, 12, 13 and 14. Each nomination must strictly follow the nomination requirements, so please read the entire Official Rules below to make sure your nomination is prepared accordingly. Windstar will judge all qualifying nominations between May 17-28, ranking them according to the criteria specified in rules. The top five nominations become the finalists posted to our blog for your votes starting May 31, 2021. Don't forget to check back on or about June 7 to see the Grand Prize Winner receiving the most votes. Good luck to your Travel Advisor!

CONTEST ENTRY PERIOD: The Send Your Travel Advisor on a Cruise Contest (the "Contest") starts at 8:00 AM Pacific Standard Time ("PST") on 5/10/21 and ends at 11:59 PM PST on 5/14/21 (the "Contest Entry Period").

ELIGIBILITY OF NOMINATORS AND NOMINEES: Nominators ("Nominators") must be legal residents of, and physically located within, the 50 United States and the District of Columbia, and at time of entry be at least 18 years of age. Nominators may nominate one person only. The person he or she nominates (each a "Nominee") must: (1) be a legal resident of, and physically located within, the 50 United States and the District of Columbia, (2) be a professional employed or self-employed as a Travel Advisor in the travel industry, and (3) possess key contacts and resources in the industry to make knowledgeable recommendations, curate a client vacation, and make all appropriate bookings. The Nominee must have a valid CLIA, IATA, or ASTA number at the time of being nominated. Employees, officers, directors and agents of Windstar Cruises Marshall Islands, LLC ("Sponsor"), Ventura Associates International LLC ("Administrator"), and all other companies involved with the development or execution of this Contest (collectively referred to as "Contest Entities") and their immediate family members, and/or those living in the same household of each, whether related or not, are not eligible to enter. Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

NOMINEE'S ADVANCE PERMISSION REQUIRED: Nominator must obtain permission from the Nominee prior to making the nomination. Nominator must be willing, upon request of the Sponsor, to confirm such permission in writing in a form acceptable to Sponsor. **While a Nominator is permitted to be a Travel Advisor, a Nominator CANNOT nominate him/herself in this Contest.** Nominator will need to provide Sponsor and/or Administrator with the contact information of the Nominee associated with the winning entry.

HOW TO ENTER: Nominators must sign into their Facebook Account and comment on one of the five nomination posts on the Windstar Cruises corporate Facebook page. The nomination posts will appear on each of the following days starting at 8:00 AM PST: May 10, 11, 12, 13 and 14. Nominator's comment must include: hashtags #WindstarLovesAdvisors and #ContestEntry, have a maximum length of 200 words and address the following points:

1. Describe how the Nominee exhibits sound professional, specialized guidance to his/her clients.
2. Describe how the Nominee demonstrates s/he has taken the time to learn and is knowledgeable on both the destinations being booked and the experiences recommended.

3. Describe how the Nominee delivers 180 degrees from ordinary experience or provides an exceptional customer service/advice; please be specific.
4. Include the Nominee's name and travel agency.

Once submitted, Nominator's comment will thereafter be referred to as "Entry".

Limit: Nominator may enter only one time, and nominate only one Nominee.

ENTRY GUIDELINES:

- Entry must be original, in English, created solely by Nominator and not copied from any other work and must not have been previously published, submitted, or otherwise used for any other commercial purpose.
- Entry must not contain any prominent use of trademarks, logos, landmarks, or copyrighted materials owned by others (except for those of Sponsor). It is Nominator's sole responsibility to obtain, prior to Entry submission, the approval and rights to use any content that Nominator did not create. If the Entry contains any material or elements that are not owned by the Nominator and/or which are subject to the rights of third parties, the Nominator is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Nominator at any time.
- Entry must not defame, misrepresent or contain disparaging remarks about Sponsor, its products or services, or other people or companies; and must not communicate messages inconsistent with the positive images and/or good will with which Sponsor wishes to associate.

If an Entry includes any of the prohibited elements listed above, or if a Nominator submits more than one Entry, the associated Entry(ies) will be disqualified, along with the Nominator who submitted it (them). The above list is not intended to be exhaustive; the Sponsor may disqualify any Entry if it contains any content the Sponsor and/or the Administrator deems, in their sole discretion, to be inappropriate, offensive or obscene in any way or to not be in compliance with these Official Rules.

Without limiting the generality of the foregoing, Nominator agrees that the Contest Entities and their Related Parties (defined below) are not responsible for any unauthorized use of Entries by third parties and that the Contest Parties and their Related Parties will have no obligation to make any use whatsoever of the Entry and they may cease using any Entry for any reason or for no reason at any time in their sole discretion. The posting or publication of an Entry does not guarantee the Entry will advance further. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. Furthermore, the Sponsor reserves the right to not award all or any of the prizes if, in its sole and absolute discretion, it does not receive a sufficient number of qualified eligible Entries.

Each Nominator agrees that many Entries may be competitive with, similar or identical in theme, format and/or other respects to Nominator's Entry, and Nominator waives any and all claims he/she may have had, may have, and/or may have in the future that any Entries accepted, reviewed, judged and/or used by the Contest Entities may be similar to or the same as Nominator's Entry.

GRANT OF RIGHTS: Nominators retain ownership of the Entries they submit; however, by submitting an Entry, the Nominator, on behalf of himself/herself grants to the Sponsor a perpetual,

fully-paid, irrevocable, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry, in whole or in part, in any manner, form, or format now or hereinafter created, including on the Sponsor's website, internet and/or social media, and for any purpose, including promoting Sponsor's products, services and/or any other advertising, commercial or promotion purposes all without further consent from or compensation to Nominator. By submitting an Entry, Nominators agree that Sponsor has no obligation to post or publish the Entry, that all such postings or publication, if any, will be in Sponsor's sole discretion and that the posting or publication of an Entry does not have any bearing on whether the Entry will be selected as a Finalist or as a winner. Without limiting the generality of the foregoing, Nominator agrees that the Entry may be posted and shared by others and that the Contest Entities are not responsible for any unauthorized use of Entries by third parties.

THERE ARE TWO (2) ROUNDS OF JUDGING IN THIS CONTEST.

Judging Criteria: All Entries from Round 1 and Round 2 will be judged based on the following weighted judging criteria: (1) suitability of entry for Windstar marketing, advertising and Public Relations (30%), (2) exemplification of ideal qualities to serve as a model of a professional Travel Advisor (50%), and (3) thoroughness of entry content and clarity of expression (20%).

Round 1: All eligible Entries received during the Contest Entry Period will be judged by a panel consisting of representatives from the Sponsor and/or independent judges ("Judging Panel") who will determine the top five (5) scoring Entries to advance to Round 2 as finalist Entries. The five (5) Nominees associated with the five (5) finalist Entries will be referred to as the "Finalists." Sponsor and Judging Panel reserve the right to advance fewer than five (5) Entries to Round 2 in their sole discretion. All Finalists will be determined between May 17 - 28, 2021. If a Nominee is nominated by multiple Nominators, only the highest scoring nomination will count in the judging round.

Round 2: The Entries associated with the Finalists will be posted on or about May 31, 2021 for viewing and for public voting. Each voter should vote based on the aforementioned Judging Criteria for his or her favorite Finalist by following all onscreen instructions. **Voting:** The voting will commence at 11:00 AM PST on or about May 31, 2021 and conclude at 11:59 PM PST on June 4, 2021 (the "Voting Period"). Sponsor is not responsible for any undeliverable votes. **Voting Limit: One vote per person.** Votes received in excess of the stated limitation will be voided. Voting generated by script, macro or other automated means or with the intent to impair the integrity of the rating process, as determined by the Sponsor in its sole discretion, will be void. Nominators are prohibited from obtaining votes by any artificial and/or unethical means, paid advertising regardless of media, fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, including exchanging/bartering of votes, as determined by the Sponsor in its sole discretion. **At the end of the Voting Period, the top scoring Finalist will be declared the Grand Prize winner. The other Finalists will also be declared winners and receive a prize. The award of all prizes is subject to compliance with the terms of these Official Rules.**

Ties: In the event of a tie during Round 1, the Entry from among the tied Entries with the highest score for suitability of entry for exemplification of ideal qualities to serve as a model of a professional Travel Advisor will be selected. In the event of a further tie during Round 1, the Entry from among the tied Entries with the highest score for suitability of entry for Windstar marketing, advertising and PR will be selected. In the event for a further tie or in the event of a tie in Round

2, the Sponsor will determine in its sole discretion which Entry will advance or qualify to win. All winners will be determined on or about June 7, 2021.

FINALIST NOTIFICATION: Each Nominator who nominated a Finalist will be notified via a private message on Facebook (at any given time during the Round 1 judging period) and will be required to email the Administrator within 48 hours of receiving the message to provide the contact information of the Nominee associated with the winning entry ("Potential Winner") to facilitate the Nominee's prize claim. **NOMINATORS WILL NOT WIN CRUISE PRIZES.** Upon receipt of each Potential Winner's email address, Administrator will email an Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") a W-9 IRS Tax Form and any additional documents/information required by Sponsor (collectively "Prize Documents") to each Potential Winner who will be required to execute and return completed Prize Documents to Administrator within three (3) days of the date printed on the notification or he/she will be disqualified. The Potential Winner cannot be confirmed/announced as a winner until all required prize documents are received and verified by the Sponsor and/or the Administrator. At the sole discretion of the Sponsor, disqualification, forfeiture and the determination of an alternate winning Entry may result from any of the following: **[1]** Nominator's failure to respond to the message from Sponsor within forty-eight hours; **[2]** Potential Winner's failure to complete and/or submit any required paperwork needed to verify his/her eligibility within the time allocated on notification; **[3]** any non-compliance with the Official Rules; and/or **[4]** if the Potential Winner cannot accept the prize for any reason. If any of [1]-[4] should occur, the associated prize will be forfeited and, at Sponsor's discretion, an alternate winner may be determined. The Nominee featured on the Entry with the next highest score received during Round 1 judging may be determined the alternate winner (subject to verification). The Sponsor reserves the right to modify the notification procedures in connection with the determination of a winning Entry.

PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV"): Five (5) Prizes will be awarded in the Contest. The Grand Prize winner and the remaining four (4) Finalists (all of whom are Nominees and hereafter referred to as "Winners") will receive a seven (7) day Windstar cruise for two (2) selected by the Winner (subject to availability as determined by Windstar, and subject to all limitations set forth in these Official Rules) onboard Star Breeze, Star Legend, or Star Pride for a 2021 sailing. The approximate retail value of each Prize is \$5,998 (i.e., \$2,999 per person travelling on the cruise). In addition, the Nominator (only) of the Grand Prize winning entry will receive a \$100 gift card.

Prize includes: meals onboard ship (excludes specialty items), onboard entertainment and double-occupancy in a cabin of Sponsor's choice in Category SP, or entry level suite. Prize does not include any of the following, all of which must be paid by Winner: airfare (or other method of transportation) to/from cruise port, ground transportation/airport transfers, pre and post hotel accommodations, onboard gratuities (up to $\$189 \times 2 = \378), estimated taxes and fees of \$319 per person ($\$325 \times 2 = \650), alcohol/premium beverages, any purchased onboard amenities, pre or post cruise excursions, shore excursions, or other incidentals and expenses not specified in this paragraph. Winner will be responsible for booking and paying for his/her own transportation to/from port of embarkation and will be responsible for paying port fees and onboard gratuities at time of booking his/her prize. Prizes are not redeemable for cash. Prizes are non-assignable and non-transferable. If the actual value of prize is lower than ARV stated herein, the difference will not be awarded in cash or otherwise. No substitution is permitted except by the Sponsor who reserves the right to award a prize for one of comparable or greater value if prize is unavailable. All federal, state, local sales and income taxes or other expenses relating to the use and acceptance of prize are the winner's sole responsibility. Prizes are provided "as is" without any express or implied warranty of any kind.

ALL ELEMENTS OF PRIZES ARE SUBJECT TO SPACE AVAILABILITY AT TIME OF BOOKING AND ARE AT THE SPONSOR'S SOLE DISCRETION. BLACKOUT DATES AND CERTAIN RESTRICTIONS MAY APPLY.

Prize must be booked at least ninety (90) days prior to the sailing date for the cruise selected by the Winner, and cruise must be completed by December 31, 2021. Each Winner and his/her guest must travel together on the same itinerary including same departure and return dates. Cruise portion of prize may not be upgraded. Cruise will be subject to Windstar's terms and policies, and availability. Details, including information regarding cancelations, will be provided to each Winner at time of booking, and Contest Entities will have no liability if any particular cruise is cancelled. Tickets are non-refundable and non-transferable. Except as expressly stated in these Official Rules, all other expenses related to acceptance/use of prizes and all taxes on prize are each Winner's sole responsibility. Each Winner and his/her guest must comply with any security procedure or measures and all applicable policies and rules imposed by Windstar Cruises, and/or Contest coordinator(s) and/or their representatives who reserve the right in their sole discretion to suspend or cancel the participation of any Winner and/or his/her guest participation due to non-compliance with any security procedure, other policy or rule, or inappropriate behavior or misconduct. Each Winner and his/her guest are responsible for obtaining the proper travel documentation (e.g., valid passports and/or Visas) prior to travel and are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and by accepting cruise acknowledge that Windstar has not, and will not, obtain or provide travel insurance or any other form of insurance. Each guest must be 21 years or older and will each be required to execute and return a Liability/Publicity Release prior to travel. Cruise is subject to the terms and conditions of the Windstar passage contract. As set forth in more detail in the passage contract, Windstar reserves the right to refuse to embark any Winner or any guest, at any time if, in the sole opinion of Windstar, a Winner or guest is unfit for any reason for the Cruise. If for any reason whatsoever, Winner is unable to sail/redeem cruise for any reason whatsoever after a cruise has been booked and if the cruise cannot be rebooked according to Sponsor's standard cruise terms and policies, the Sponsor shall have no further obligation to such Winner, and shall not be obligated to choose an alternate winner. An IRS Form 1099 will be filed in the name of each Winner to report the value of prize won.

CONSENT AND RELEASE: Winners: Except where prohibited by law, entry and acceptance of prize constitutes permission to use Winner's name, prize won, hometown, likeness and statements for purposes of advertising, promotion and publicity (including online posting on Sponsor's web site of choice) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. By accepting the prize, Winner and his/her guest 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 prize 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 Contest Entities and their respective 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 Nominators, Nominees and Winners: To the fullest extent possible in law, Nominators, Nominees, Winners and their guests, for themselves and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, "Releasing Parties"), release, defend and hold harmless the Contest Entities and their respective officers, directors, employees, agents, shareholders, and related entities ("Related Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances,

trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Contest Entities and their Related Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Releasing Parties' participation in the Contest, acceptance and use or misuse of prize or any portion of prize, including property damage, personal injury or death. Contest Entities and Related Parties are not responsible for any typographical or other error in the printing of the Contest offer or these Official Rules, administration of the Contest or in the announcement of prizes or for any suspension of the Contest or inability to implement the Contest or award the prize as contemplated herein due to any event beyond their control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any national, federal, state, or local government law, order, or regulation, order of any court or regulator.

This Contest shall be governed by and interpreted under the laws of the State of Washington, U.S.A. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. NOMINATORS HEREBY WAIVE ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF NOMINATOR, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

Each Nominator and corresponding Nominee and Winner expressively waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

GENERAL: Use of automated processes and devices to submit electronic Entries are not permitted. Sponsor is not responsible for any changes or effects caused to Nominator's computer or device as a result of submitting an Entry. Entries submitted via other methods will not be accepted. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest. Nominators are subject to all notices posted online including Sponsor's privacy policy. Sponsor is not responsible for any typographical, printing, or other errors; or for Entries that contain incomplete, ineligible or inaccurate information, misdirected, late, lost, deleted, damaged, stolen, garbled, undelivered, delayed (any of which caused by human or technical error). Entries become the property of Sponsor and will not be returned or acknowledged.

By entering the Contest or accepting a prize, each Nominator and Nominee affirms that they have read, understood and accepted the Official Rules. In the event of a dispute as to any online entry, the authorized account holder of the email address used to register will be deemed to be the Nominator. 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. Nominator may be required to show proof of being the authorized Facebook account holder to be determined

exclusively by the Sponsor and/or its agent in their sole discretion. The Contest Entities are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information from Nominators on account of technical problems or traffic congestion on the internet or at any web site or any combination thereof; or (ii) any injury or damage to Nominator's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest or accepting a prize, Nominators and Nominees (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of the Contest Entities, which are final and binding in all matters relating to the Contest and (iii) agree to sign a document confirming the foregoing. Failure to comply with these Official Rules may result in disqualification from the Contest. In its absolute discretion, the Sponsor reserves the right to: permanently disqualify any person it believes has violated these Official Rules; and terminate the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs their ability to conduct the Contest), or to determine winners from among all eligible entries received prior to termination. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN NOMINATOR, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND EACH OF THE CONTEST PARTIES RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

DATA USE AND PRIVACY POLICY: Information collected from Nominators is subject to use and sharing by Windstar Cruises in accordance with Windstar Cruises' privacy policy located at <https://www.windstarcruises.com/privacy-policy>. To opt-out of future uses by Windstar Cruises, visit the aforementioned privacy policy listed herein.

WINNERS' NAME: To obtain a list of Winners' names (available after 6/30/21) send a stamped, self-addressed envelope (return postage not required for Vermont residents) by 6/7/21 to: Send Your Travel Advisor on a Cruise Contest Winner, c/o: Ventura Associates International LLC – Attn.: DE, 494 Eighth Avenue, Suite 1700, New York, NY 10001.

SPONSOR: Windstar Cruises Marshall Islands, LLC, 2101 4th Avenue, Suite 210, Seattle, WA 98121.

ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY 10001.

This Contest is in no way promoted, endorsed, or administered by, or associated with any social media entity, including but not limited to Facebook. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor or Administrator, and not to any social media entity.