

MY WINDSTAR STORY CONTEST OFFICIAL RULES

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

CONTEST DESCRIPTION: **My Windstar Story Contest** (the “Contest”) is a photo skill contest with the intent to invite previous Windstar Cruises guests to submit a photo and short description of their Windstar Cruises voyage to receive a contest entry. Each entry must clearly reflect the entry requirements and judging criteria, as defined below. The Contest will include a round of public voting and two (2) rounds of judging to determine one (1) Grand Prize winner, one (1) Second Prize winner and one (1) Third Prize winner, as further described herein.

By participating in the Contest, each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Windstar Cruises Marshall Islands, LLC, doing business as Windstar Cruises (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Administrator”), which shall be final and binding in all respects.

ELIGIBILITY: The Contest is open to previous Windstar Cruises’ guests who are legal residents of the 50 United States and District of Columbia (excluding Colorado, Maryland, North Dakota) or Canada (excluding Quebec), who are age 21 or older at the time of entry. Void in Colorado, Maryland, North Dakota, Quebec, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S. and Canada, and wherever else prohibited by law. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, provincial, state and local laws and regulations.

TIMING: The Contest begins on Friday, March 1, 2019 and ends on Friday, May 24, 2019 (the “Contest Period”) and consists of three (3) phases: the Contest Entry & Voting Period, the Round-One Judging & Finalist Determination Period and the Round-Two Judging & Winner Determination Period, as defined in the chart below. The Sponsor’s computer is the official timekeeping device for this Contest. ***Dates are subject to change in the Sponsor’s sole discretion.***

Periods	Start Time	End Time
Contest Entry & Voting Period	Friday, March 1, 2019 at 12:00:01 AM Pacific Time ("PT")	Tuesday, April 30, 2019 at 11:59:59 PM PT
Round-One Judging Period & Finalist Determination	Wednesday, May 1, 2019	Thursday, May 9, 2019
Round-Two Judging Period & Winner Determination	Friday, May 10, 2019	Friday, May 24, 2019

PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

- Grand Prize:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a gift certificate redeemable for one (1) Alaska or Canada Windstar Cruise for two (2) people, sharing one (1) stateroom, for up to twelve (12) days. **The ARV of Grand Prize is \$6,800 USD.** All travel related expenses, including but not limited to, airfare and ground transportation to and from port of embarkation, pre- or post- cruise hotel stays, taxes (not including cruise taxes which are included in the Grand Prize), gratuities, incidentals, upgrades, insurance, service charges, surcharges, departure taxes, food & beverage and personal expenses such as laundry charges, telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Grand Prize winner may select any of the Alaska or Canada cruise voyages up to 12-days departing within 1-year of gift certificate issuance, subject to availability, black-out dates and other restrictions at time of confirmation. Choice of sailing dates will be accommodated on a space available basis and will be confirmed inside of 160 days prior to departure. Cabin category will be selected by the Sponsor based on the lowest available cabin category. Cabin upgrades may be available at an additional cost. Cancellation of a cruise by the Grand Prize winner after the cruise has been confirmed will result in disqualification and forfeiture of the Grand Prize. The Grand Prize cannot be exchanged for cash and is non-commissionable, non-refundable and non-transferable. Gift Certificate is not redeemable for cash and will not be replaced if lost or stolen. Gift Certificate usage is subject to the issuing company's complete terms and conditions, including expiration dates. Itineraries and departure dates may be changed, cancelled or discontinued at any time and without prior notice. Reservations must be confirmed at least forty-five (45) days prior to intended date of departure. Rebooking and changes are not permitted. All unspecified expense related to acceptance/use of Grand Prize and all government fees and income taxes on Grand Prize are winner's sole responsibility. Winner and travel companion must have valid photo ID or passport and any other required documentation prior to departure. The Grand Prize winner and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., alcohol purchases, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no travel companion, no additional compensation will be awarded. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and his/her travel companion to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companion other than to supply the remaining elements of the prize package minus the

unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of cruise cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, winner and/or travel companions are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. Winner's travel companion must be legal U.S. or Canada resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

- **Second Prize:** There is one (1) Second Prize available to be won. One (1) Second Prize winner will receive a gift certificate redeemable for a 3-night stay for two (2) people (single room/double occupancy) at The Inn at Death Valley at the historic Oasis at Death Valley, including breakfast each day. **The ARV of the Second Prize is \$1,700 USD.** All related expenses, including but not limited to, transportation to and from The Inn at Death Valley, taxes, gratuities, incidentals, upgrades, insurance, service charges, surcharges, departure taxes, food & beverage (other than what is included in the prize package) and personal expenses such as laundry charges, telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Gift Certificate expires on February 29, 2020, subject to availability and other restrictions may apply. Blackout dates include, but may not be limited to, March 1, 2019 through April 20, 2019, May 24-26, 2019, October 12-19, 2019, November 21-30, 2019, December 19, 2019 through January 2, 2020 and February 13-16, 2020. Gift Certificate is not redeemable for cash and will not be replaced if lost or stolen. Gift Certificate usage is subject to the issuing company's complete terms and conditions, including expiration dates. No cash value or compensation if any parts of the prize package are not utilized upon redemption of Gift Certificate. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Second Prize). Advance booking requirements may apply. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF SECOND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**
- **Third Prize:** There is one (1) Third Prize available to be won. One (1) Third Prize winner will receive a gift certificate redeemable for a two (2) night Grand Canyon Railway & Hotel package for two (2) people. Grand Canyon Railway & Hotel package includes round-trip first-class train ride from Williams, Arizona to the South Rim of the Grand Canyon for two (2) people, two (2) nights at the Grand Canyon Railway Hotel in Williams, Arizona, Motor coach tour of the South Rim with lunch and two (2) breakfasts and two (2) dinners at the Grand Depot Café in Williams. **The ARV of Third Prize is \$1,000 USD.** All travel related expenses, including but not limited to, airfare and ground transportation to and from Williams, Arizona train depot, pre- or post- travel package hotel stays, taxes, gratuities, incidentals, upgrades, insurance, service charges, portorage and baggage handling fees, surcharges, departure taxes, food & beverage (other than what is included in the prize package) and personal

expenses such as laundry charges, telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Gift certificate expires on February 28, 2020. Gift Certificate is not redeemable for cash and will not be replaced if lost or stolen. Gift Certificate usage is subject to the issuing company's complete terms and conditions, including expiration dates. Trip must be booked at least four (4) weeks prior to travel. Winner and travel companion must have valid photo ID and any other required documentation prior to departure. The Third Prize winner and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Third Prize). If Third Prize winner elects to travel or partake in the Third Prize with no travel companion, no additional compensation will be awarded. All reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and his/her travel companion to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, winner and/or travel companions are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THIRD PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

The total ARV of all prizes to be awarded: \$9,500 USD.

THE CONTEST ENTRY PERIOD & HOW TO ENTER THE CONTEST: The Contest Entry & Voting Period begins at 12:00:01 AM PT on Friday, March 1, 2019 and ends at 11:59:59 PM PT on Tuesday, April 30, 2019.

To enter the Contest:

- Visit www.windstarcruises.com/my-windstar-story or www.facebook.com/WindstarCruises/ and click on the Contest app tab to access the Contest Landing Page (each, a "Contest Site").
- Follow the instructions to complete the entry form, upload a photo featuring your experience on a Windstar Cruise voyage (the "Photo"), provide a short description (100 words or less) of your experience, the location of your cruise and the cruise ship name (the "Essay") and submit (the "Entry").

You may repeat this process to receive up to ten (10) Entries total during the Contest Entry Period.

All Entries must be received between Friday, March 1, 2019 at 12:00:01 AM PT and Tuesday, April 30, 2019 at 11:59:59 PM PT. There is a limit of ten (10) Entries per person. Each Entry must include a unique, original Photo. Entries submitted with a Photo that has already been submitted will be disqualified. Entrants are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.windstarcruises.com/privacy-policy/>.

ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- Photo must have been taken during a Windstar Cruise voyage. Photos may feature the Windstar Cruise ship, scenery, food with a view, wildlife, underwater photography, Windstar Cruise events, shore excursions or other subjects featuring the Windstar Cruise experience.
- Essay must include the location of your cruise and the cruise ship name.
- Selfies that do not otherwise feature the Windstar Cruise voyage will not be accepted.
- No individuals may appear in the Photo or be mentioned by name in the Essay, without express written permission. If Photo features a minor under the age of majority in his/her state of residence, you (the entrant) must obtain written permission from the minor's legal guardian.
- Photos must conform to the format and size requirements and limitations of the Contest Site. The maximum file size is 9MB.
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Photo must be original.
- No duplicate Photos or substantially similar Photos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer.
- Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Photo cannot be violent or promote firearms/weapons.
- Entry and Photo cannot promote alcohol, illegal drugs or tobacco.
- Entry and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry and Photo cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand (besides Windstar Cruises brands), products, company or person, living or dead, without permission.
- Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Facebook wish to associate.
- Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

- Photos cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, Essay (in whole or in part), name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, Photo or Essay.

By submitting an Entry, Entrant warrants and represents that: (a) Entry, Photo and Essay do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo and Entrant will provide copies of such written documentation upon request; (c) Entrant owns all rights to the Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the Entrant him/herself and Entrant will provide copies of such written documentation upon request; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

PUBLIC VOTING PERIOD & HOW TO VOTE: Entries will be posted to a public gallery within the Contest Site (the "Contest Gallery") for purposes of public voting within 72 hours after entry. The Sponsor will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Sponsor reserves the right to post sample Photos it has created in connection with the Contest. Sponsor does not guarantee the posting of any Entry. ENTRIES POSTED TO THE CONTEST SITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

The Contest Entry & Voting Period begins at 12:00:01 AM PT on Friday, March 1, 2019 and ends at 11:59:59 PM PT on Tuesday, April 30, 2019.

To submit a vote, visit a Contest Site and view the Contest Gallery. Upon deciding which Entry you believe best represents the Windstar Cruises Experience click the "Vote" button associated with that Entry and follow all instructions to complete the voter form, including your name and email address and submit your vote (the "Vote"). An Entrant may submit a Vote for his/her own Entry. Persons who submit a Vote ("Voters") are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.windstarcruises.com/privacy-policy/>.

There is a limit of one (1) Vote per person. All Votes must be received between 12:00:01 AM PT on Friday, March 1, 2019 and 11:59:59 PM PT on Tuesday, April 30, 2019.

Votes become sole property of Sponsor and none will be acknowledged or returned. Nothing in these Official Rules shall obligate Sponsor to publish or otherwise disclose any Vote submitted in connection with this Contest. Multiple Voters are not permitted to share the same email address.

Any attempt by an Entrant or any other person to gain Votes by promising a benefit to the Voter or any other person, including the use of sites such as Vote Exchange or other similar social media sites, may subject the Entrant and Voter to disqualification in the sole discretion of the Sponsor. Voters and/or Entrants who spam or create false accounts for the purpose of casting Votes (or otherwise undertake any act intended to manipulate or undermine the integrity of the Contest) may have their Entry and/or Votes disqualified. Decisions of the Sponsor are final relating to all aspects of the voting process and results. The Sponsor may disqualify any Entrant, Vote, Voter or related parties who violate or is suspected of violating any of the terms and conditions of the Contest or these Official Rules.

ROUND-ONE JUDGING PERIOD & FINALIST DETERMINATION: The Round-One Judging Period will begin on Wednesday, May 1, 2019 and end on Thursday, May 9, 2019. All eligible Entries received during the Contest Entry Period will be judged by the Sponsor, who shall use the criteria set forth below:

- A. Representation of the Windstar Brand (50%)
- B. Creativity (25%)
- C. Quality of Photo (25%)

The twenty (20) Entries that receive the highest total scores based on the judging criteria will each be deemed a finalist (each, a "Finalist"). In the event of a tie, the tied Entry with the highest score in Criterion A, *Representation of the Windstar Brand*, will be deemed the Finalist. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the Finalist from among the tied entries, the highest scores in each of Criteria B through C, in sequence (to the extent needed) will determine the Finalist. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

Fewer than twenty (20) Finalists may continue on to the Round-Two Judging Period without liability to the Sponsor or Administrator of any kind.

ROUND-TWO JUDGING PERIOD & WINNER DETERMINATION: The Round-Two Judging Period will begin on Friday, May 10, 2019 and end on Friday, May 24, 2019. During the Round-Two Judging Period, the twenty (20) Finalist Entries will be judged by a panel of judges who shall use the criteria set forth below:

- A. Representation of the Windstar Brand (25%)
- B. Creativity (25%)
- C. Quality of Photo (25%)

Following the conclusion of the Round-Two Judging Period, the Administrator will calculate the number of votes each Finalist received during the Contest Entry & Public Voting Period and the judging scores each Finalist received during the Round-Two Judging Period (the "Final Score") to determine Prize winners. The following weights will be assigned to the round-two judging scores and the public voting totals: Round-Two Judging Scores – 75%; Public Voting Totals – 25%.

Each Finalist will receive points towards their Final Score based on the number of eligible Votes received as follows, which will comprise 25% of their Final Score:

- The top 5% of Entries receiving votes will receive 25 points;
- The top 6-15% of Entries receiving votes will receive 20 out of 25 points;
- The top 16-30% of Entries receiving votes will receive 15 out of 25 points;
- The top 31-50% of Entries receiving votes will receive 10 out of 25 points;

- The top 51-100% of Entries receiving votes will receive 5 out of 25 points;
- The Entries that received 0 Votes will receive 0 out of 25 points.

Upon calculation of the above, the following weights will be assigned to the judging scores received during the Round Two Judging Period and the public voting totals to determine each Entrant's Final Score:

- Representation of the Windstar Brand (25%)
- Creativity (25%)
- Quality of Photo (25%)
- Public Voting Points (25%)

On the basis thereof:

- The Finalist who receives the highest Final Score will be declared the potential Grand Prize winner.
- The Finalist who receives the next highest Final Score will be declared the potential Second Prize winner.
- The Finalist who receives the lowest Final Score will be declared the potential Third Prize winner.

In the event of a tie, the tied Finalist with the highest *Representation of the Windstar Brand* score will be deemed the potential winner. If an additional tie breaker is needed, the tie-breaking mechanism above will be used, however, instead of the highest *Representation of the Windstar Brand* score determining the potential winner from among the tied Finalists, the highest scores in each of *Creativity* score through *Quality of Photo* score, in sequence (to the extent needed) will determine the winner. In the event additional tie breakers are needed, all tied Finalists will be judged by a separate panel of judges, with such results being used to determine each Finalist's revised Final Score, using the following judging criteria:

- Representation of the Windstar Brand (50%)
- Creativity (25%)
- Quality of Photo (25%).

WINNER NOTIFICATION & PRIZE ACCEPTANCE REQUIREMENTS: On or about, **Tuesday, May 28, 2019**, the potential winners will be notified via email, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, a Photo Release, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"), or, if winner resides in Canada, a Declaration and Release Form (the "Declaration"). Travel companion of the Grand Prize winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and the entrant with the next highest Final Score will be notified.

If winner is a U.S. resident, he or she will be required to complete and return an IRS W-9 Form and furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

Winners are responsible for all federal, state, provincial, local and income taxes associated with winning a prize. If winner is a U.S. resident, he/she will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. If winner is a Canadian resident, Sponsor will be responsible for withholding 30% of the value of the prize awarded and such person will receive the remaining value of such prize.

PRIZE CONDITIONS: If any notification or prize is returned as undeliverable, or if potential winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission, receipt, possession, use and/or misuse of any prize.

GENERAL: Participating Entrants and Voters agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Sponsor, Administrator, Xanterra Leisure Holding, LLC, Facebook and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Entrants waive all rights to claim punitive, incidental and consequential damages. Entrants assume all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize.

No confidential relationship is established by any Entrant or Voter and the Sponsor as a result of participating in the Contest. None of the information submitted by the Entrant or Voter will be treated as trade secrets, confidential information or as protected data.

In the event of a dispute over the identity of an entrant or voter, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant/Voter from which the Entry/Vote is submitted. Authorized Account Holder means the natural person to whom the email address is registered. Any entrant, voter or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data or Vote materials/data that have been tampered with or altered, or mass entries/votes or entries/votes generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries/votes; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's, voter's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry or voting mechanism if it becomes technically corrupted (including if a

computer virus or system malfunction inalterably impairs its ability to conduct the Contest). If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor is not responsible if the Contest cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the Entry or Vote process or the operation of the Contest. Sponsor reserves the right to disqualify any Entrant or Voter at any time that may be found ineligible.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant, Voter or winner and void any Entries or Votes of said person.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal

courts in Seattle, Washington and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Seattle, Washington. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Seattle, Washington. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

US RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see the Contest Site or send a self-addressed, stamped envelope by May 28, 2019 to: **My Windstar Story Contest Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.**

CANADA RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see the Contest Site or send a self-addressed, stamped envelope by May 28, 2019 to: **US Sweepstakes & Fulfillment Co., ATTN: My Windstar Story Contest Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.**

US RESIDENTS WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after 5/28/19), send a stamped, self-addressed envelope (no later than 6/28/19), to: **My Windstar Story Contest Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.**

CANADA RESIDENTS WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after 5/28/19), send a stamped, self-addressed envelope (no later than 6/28/19), to: **US Sweepstakes & Fulfillment Co., ATTN: My Windstar Story Contest Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.**

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

ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

Void in Colorado, Maryland, North Dakota, Quebec, outside the U.S. and Canada and wherever else prohibited by law.

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