

# HOLLAND AMERICA LINE

## BEST OF ALASKA 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 THE PROVINCE OF QUEBEC), AGE 21 OR OLDER AT THE TIME OF ENTRY. 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 ten (10-) day Holland America Line Alaska Denali Land+Sea Journey for two. ARV: \$4,000.00 (USD) / \$5,200.00. There is one prize out of 1,000,000 prize notices distributed. Odds of winning depend on the number of entries received. Entries must be submitted by 11/30/20. Sponsor is: Holland America Line N.V., 450 Third Ave. W., Seattle, WA 98119 USA.

**1. HOW TO ENTER:** The entry period for the Best of Alaska 2020 Sweepstakes (the “Sweepstakes”), sponsored by Holland America Line N.V. (“Sponsor”), begins at 12:00 A.M. Pacific Time (PT) on April 01, 2020 and ends at 11:59 P.M. PT on November 30, 2020 (the “Entry Period”). Entrants may submit an entry online or by mail.

To enter online, during the Entry Period, an Eligible Entrant (as defined in Section 2 below) may:

- a) Access [www.halalaska.com](http://www.halalaska.com) (the “Website”) and follow the on-screen entry instructions to submit an entry; or
- b) Provide all requested information where indicated on any Best of Alaska 2020 Sweepstakes online advertisement on which an entry form appears and submit your entry.

Entrants entering the Sweepstakes by way of online entry may 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, an Eligible Entrant may:

- a) Complete fully, by hand, the Best of Alaska 2020 Sweepstakes entry form found in select mailers and mail it to the address printed on the form; or
- b) Hand-print his/her name, mailing address, telephone number, e-mail address and current age on a 3”x 5” card, deposit the card in a standard business-sized envelope with sufficient postage affixed, and mail the envelope to: Best of Alaska 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 November 30, 2020. Mailed entries must be postmarked during the Entry Period and received by 11:59 P.M. PT on December 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. All entries become the property of Sponsor and will not be returned, verified or acknowledged. No purchase or payment of any kind is necessary to enter or win the Sweepstakes. By entering, Entrants agree to these Official Rules, which are final and binding in all aspects.

- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty United States, the District of Columbia and Canada (excluding the Province of Quebec) who are 21 years of age or older as of the date of entry ("Entrants" or "Eligible Entrants"). Entrants may be required to show proof of eligibility. Employees of Sponsor, its parent companies, subsidiaries, affiliates, distributors and advertising and promotion agencies, (all of the foregoing, the "Sweepstakes Entities"), and such employees' immediate family (spouse, parent, child, siblings and their respective spouses) and household members (whether related or not), are not eligible to enter or win. 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, regardless of method of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Sponsor's decision is final in deciding the identity and/or eligibility of an entrant. Those who do not follow any or all of Sponsor's instructions, these Official Rules and/or provide all required information in their entry may be disqualified.
- 3. WINNER SELECTION:** One potential winner ("Potential Winner") will be selected in a random drawing taking place at 450 Third Avenue West, Seattle, WA 98119 USA by Sponsor or its agent from among all eligible entries received. Sponsor currently anticipates that the drawing will take place on or about December 11, 2020. Odds of winning depend on the number of eligible entries received. Sponsor's decisions are final in all matters relating to this Sweepstakes.
- 4. WINNER NOTIFICATION AND VERIFICATION:** The Potential Winner will be notified by email, mail or phone, in Sponsor's discretion, on or about December 11, 2020. Before being declared a verified winner ("Winner"), the Potential Winner is subject to verification and will be required to sign and return to Sponsor, within ten days of being sent by Sponsor, an Affidavit of Eligibility (or Declaration of Eligibility if an eligible resident of Canada) and, if legally permissible, a Publicity/Liability Release releasing the Sweepstakes Entities from any liability in connection with this Sweepstakes or the use, misuse, awarding or possession of any prize and all information required for tax reporting, as applicable, in order to claim his/her prize. In addition, if the Potential Winner is an eligible 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 before a prize will be awarded. In the event that such Potential Winner is unable to correctly answer the skill-testing question, Sponsor shall have the right

to disqualify the applicable Potential Winner and randomly select another Potential Winner who will be subject to disqualification in the same manner, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in connection therewith. If any Potential Winner cannot be reached 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 fails to respond or complete 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 Potential Winner may be selected. Sponsor is not responsible for any change of email address, mailing address and/or telephone number. The Potential Winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

**5. PRIZE:** One Grand Prize (the “Grand Prize” or “Prize”) will be offered in the Sweepstakes:

One (1) ten- (10-) day Holland America Line Alaska Denali Land+Sea Journey (D6C or D6L) departing in 2021 for the winner and one (1) guest, which includes one (1) seven- (7-) day Glacier Discover cruise, one (1) overnight stay in Denali, Alaska, and one (1) overnight stay in Fairbanks, Alaska. The approximate retail value (“ARV”) of the Prize is \$4,000.00 (USD) / \$5,200.00 (CAD).

The Prize consists of (i) stateroom/lodging accommodations for the Winner and one (1) guest, sharing accommodations of one stateroom and/or hotel room, as applicable, and (ii) most shipboard meals (certain alternative dining options require payment of a fee). All Prize details, including stateroom and lodging accommodations category, will be determined by Sponsor in its sole discretion. Winner and his/her guest must travel together on the same itinerary. Reservation for Prize must be made by Winner no later than July 31, 2021 or Prize will be forfeited. Prize travel date is subject to availability at time of booking. Once scheduled, the Prize itinerary cannot be altered and failure of Winner to follow such itinerary shall not obligate Sponsor in any way to provide such Winner with alternate arrangements. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules or by Sponsor, in writing, as being part of the Prize (including without limitation airfare, ground transportation, pre- or post- Land+Sea Journey hotel accommodations, shore excursions, travel insurance, laundry service, spa treatments, alcoholic beverages, alternative dining, local and long distance telephone calls, ship to shore communications including Internet usage, merchandise and souvenirs, incidental expenses, hotel service charges, personal onboard expenses, or applicable passport, visa and entry/exit fees) are the sole responsibility of the Winner and guest. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the hotels, venue operators, or any other persons providing any Prize related services or accommodations. Ship's registry: The Netherlands. Prize is provided subject to the Holland America Line Cruise Contract and the terms and conditions set forth in the applicable Holland America Line brochure. Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Holland America Line cruise, Land+Sea Journey, or stateroom category or lodging accommodations other than that assigned, or used in conjunction with any other offer or promotion, except at the sole discretion of Sponsor. Winner and guest are NOT eligible for

Holland America Line's air/sea or Cancellation Protection Plan programs in connection with the Prize. Winner and guest are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not, and will not, obtain or provide travel insurance.

No substitution of the Prize or any component thereof is permitted, except in the discretion of Sponsor, who reserves the right to substitute a Prize or Prize component with a substitute prize of equal or greater value. The Prize will be awarded if properly claimed. The Prize will be awarded only to a Winner with a residential address within the United States, DC, or Canada (excluding Quebec, residents of which are ineligible to participate in this Sweepstakes). Winner will be solely responsible for all applicable federal, state, provincial and local taxes, if any, connected with receipt of Prize, the use and enjoyment of Prize, or this Sweepstakes, unless otherwise required by law or unless this requirement is waived by the Sponsor in its sole discretion, regardless of whether Prize is used whether in whole or in part. As a condition of accepting the Prize, the Winner agrees to furnish to Sponsor any requested information needed for tax reporting, either IRS Form W-9 if a U.S. Citizen or resident, or IRS Form W-8 if non-US citizen or non-US resident, and understands that such information must be received by Sponsor before or at the time any Prize is issued to or booked on behalf of such Winner. If the Winner is a U.S. resident, he/she will receive an IRS Form 1099 for the actual value of the prize awarded. Canadian residents may be subject to withholding taxes, and Canadian residents are responsible for the reporting and payment of any income tax. Prize value is based on conversion rates as of March 10, 2020 and may vary; value depends on market conditions at time of fulfillment. The difference in value of Prize as stated herein and value at time of notification, if any, will not be awarded. ARV of Prize is based on applicable information and may be reported for tax purposes where required by law. Prize will be awarded if validly claimed by the date specified in the Prize award notification. Guest accompanying Winner must sign and return release of liability/publicity prior to booking travel. Any guest under the age of 21 years of age must be accompanied by a parent and/or legal guardian 21 years of age or older, must stay in the same stateroom and/or hotel room and such parent and/or guardian must sign and return all required documentation on behalf of minor. Minor must be accompanied at all times during trip by such parent and/or legal guardian including, but not limited to, hotel stay and all Prize related events. Once travel guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Each Winner and guest are responsible for all required and necessary identification and travel documents including 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. Sponsor will not be responsible if Winner/guest are denied entry onto ship, into various ports during the cruise, or return entry into departure point. In such a situation, the Winner/guest will be responsible for any and all additional costs incurred. Each traveler must check with his/her travel advisor, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov) for more information. Travelers of all ages are strongly encouraged to obtain passports. Prize elements may not be separated. Winner and guest must obey all ship and cruise rules and requirements, and failure to follow such rules and requirements may result in, without limitation, forfeiture of all or part of the Prize. Lost, stole or damaged cruise tickets or any other ticket or certificate in connection with Prize will not

be replaced or exchanged. Winner and guest agree to comply with all applicable venue regulations. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to Winner and/or his/her guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or engage in any other objectionable behavior.

- 6. PUBLICITY RELEASE:** Except where prohibited by law, entry constitutes a grant of permission to Sponsor and each of its parent companies, affiliates, subsidiaries, promotional partners, agents, and those they may designate from time to time (all of the foregoing, the “Sponsor Parties”) to use the Entrant’s name, likeness (including without limitation photographs and/or recordings of the Entrant), voice and biographical information, for purposes of trade, publicity or promotion and any other purpose, in all media and formats, whether now known or later developed, throughout the world in perpetuity, without any notice, permission or compensation (except where prohibited by law). Sponsor may in its discretion create and disseminate blog posts and other informational accounts of the Prize and the activities of the Winner and guest in connection with the Prize, and by entering each Entrant consents to the same.
- 7. GENERAL CONDITIONS:** Sweepstakes Entities, and 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, including, but not limited to errors in connection with any computer systems, phone lines, hardware, software or computer or network connections, 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 Sweepstakes. 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. Sponsor is not responsible for and shall not have any liability for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes or in the announcement of any Prize. In no event will more than the stated number of Prizes be awarded. 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 tampers with the entry process. Sponsor may prohibit any individual from participating in the Sweepstakes or winning a Prize if, in Sponsor’s sole discretion, it determines or believes that such individual (a) attempts to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices, (b) acts in a manner that is intended or likely to annoy, abuse, threaten or harass any other Entrant or any representative of Sponsor, or (c) acts in violation of these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend all or part of this

Sweepstakes should a virus, bug, Entrant fraud or misconduct, or other cause(s) beyond the reasonable control of Sponsor, in Sponsor's determination, corrupt the administration, integrity, security or proper operation of the Sweepstakes. In the event of termination of the Sweepstakes, a notice will be posted online and a random drawing to award the Prize(s) 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. By participating in this Sweepstakes, Entrants agree (i) to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects; and (ii) that the Released Parties have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a Winner make any false statement(s) in any document referenced above, the Winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. LIMITATION OF LIABILITY AND RELEASES:** THE RELEASED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER 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, PERSONALITY, PRIVACY RIGHTS OR DEFAMATION.

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. BY ACCEPTING PRIZE, WINNER, AND WINNER'S GUEST, ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN LAND AND SEA TRAVEL INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE, OR ANY ASPECT OF THE PRIZE, 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 THAT SPONSOR, SPONSOR PARTIES AND RELEASE PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- 9. PRIVACY:** Entrants agree that personal data provided to the Sponsor in connection with this Sweepstakes, including name, address, telephone number and email address may be processed, stored or otherwise used within the context of administering the Sweepstakes and engaging in marketing and public relations related activity. Personal data will be transferred to the United States and Entrants consent to the data transmission, processing and storage of this personal data in the United States. Sponsor takes its data privacy/protection obligations seriously and Entrants have the right to inquire as to how their data is being processed by writing to the Sponsor. Information collected from Entrants in connection with the Sweepstakes will be subject to Sponsor's Privacy Notice which can be viewed at [www.HollandAmerica.com](http://www.HollandAmerica.com). By entering the Sweepstakes, each Entrant consents to the collection and use of his/her personal data as permitted pursuant to such Privacy Notice and this Section 9 (and in the event of any conflict the Privacy Notice shall prevail).
- 10. DISPUTES:** Except where prohibited by law, as a condition of participating in the Sweepstakes, each Entrant agrees (and agrees to confirm in writing) that: (a) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a court of proper jurisdiction in the State of Washington, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise

increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of the Entrant in connection with the Sweepstakes, or the conduct of the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Washington, USA, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts for King County, Washington, USA.

**11. WINNER LIST:** For Winner's first name and surname initial, city and state/province of residence, available after December 31, 2020, send a self-addressed, stamped envelope to: Holland America Line N.V., 450 Third Avenue West, Seattle, WA 98119 USA, Attn: Best of Alaska 2020 Sweepstakes Winner List. Requests must be received by March 1, 2021.

**12. SPONSOR:** Holland America Line N.V., 450 Third Avenue West, Seattle, WA 98119 U.S.A.

HAL 10-Day Best of Alaska 2020 Sweepstakes (US, CA)  
2020.03.24