Taste of the Mississippi River Cruise Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

- 1. **Eligibility**: The Taste of the Mississippi River Cruise Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia and Canada (excluding Quebec) (the "Territory") who have reached the legal age of majority in their state/province/territory of residence and are located in the Territory at the time of entry. American Queen Steamboat Operating Company, LLC d/b/a American Queen Voyages ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state/provincial/territorial, municipal and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.
- 2. **Promotion Period:** The Promotion begins at 12:00 a.m. Pacific Time ("PT") on May 1, 2023 and ends at 11:59 p.m. PT on June 12, 2023 (the "Promotion Period").

How to Enter: During the Promotion Period, go to <u>www.aqvoyages.com/sweepstakes</u> (the "Website") and locate the official entry form. Follow the on-screen directions, complete all required fields and submit to enter to receive one (1) entry in the Promotion. Entrants must complete all required information. By providing your email address, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at <u>www.aqvoyages.com/privacy-policy/</u>. You may unsubscribe from these email announcements without affecting your chances of winning this Promotion. LIMIT ONE (1) ENTRY PER PERSON/EMAIL ADDRESS/HOUSEHOLD. To the maximum extent permitted by law, all entries and submissions become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

- 3. **Prize Drawing:** On or about June 26, 2023, the Promotion Administrator will conduct a random drawing in Saratoga, California, from among all eligible entries received during the entire Promotion Period.
- 4. **Prizes, Approximate Retail Value ("ARV") & Odds of Winning:** One (1) Grand Prize: A 9-night American Queen Steamboat Cruise for two (2) from New Orleans to Memphis (the "Trip"). Trip includes:
 - Pre-cruise hotel accommodations for two (2) at the Hilton New Orleans Riverside (double occupancy room) (ARV: \$400)
 - Round trip flights for two (2) from nearest major airport of winner's residence to New Orleans, Louisiana, (ARV: up to \$1,000)
 - Cruise Accommodations: Outside Stateroom with Open Veranda (B) (ARV: \$13,000)
 - Behind the Scenes tour (ARV: up to \$250)
 - Excursions in each destination (ARV: up to \$1500)

- Private culinary class with Regina Charboneau (ARV: \$100)
- Six-month membership to America's Test Kitchen Online Cooking School, merchandise and spring cookbooks (ARV: \$300)
- Plus, other extras (ARV: up to \$450)

Total ARV of the Grand Prize is up to \$17,000. Actual value will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winners' guest must be 18 years of age or older, unless the winner is the parent/legal guardian of the quest. Trip must be booked six weeks prior to the trip date. The trip is subject to availability and blackout dates. All travel arrangements/accommodations and destinations are at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation may be substituted for round-trip air travel, but no additional compensation will be offered. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights nor any harm nor loss of life which may occur during the trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Once travel documents are issued, neither travel arrangements nor travel companions may be changed without the approval of Sponsor. Prize must be accepted as awarded with no substitution. Prize is non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination. Sponsor is not responsible or liable for war, civil strife, weather, acts of God, terrorism or any other circumstance beyond its control, that may affect the Trip or for inability of winner to travel in accordance with these Official Rules. Winner and guest must travel on the same itinerary. Winner and travel companion are responsible for procuring adequate documentation travel, passports, if required, or personal travel insurance prior to departure, if desired. The Grand Prize winner's travel companion may be required to complete a Travel Release Winner and travel companion must satisfy Sponsor's requirements for cruise passage and will be subject to the terms and conditions set forth in Sponsor's Passenger Ticket Contract which is available at https://www.aqvoyages.com/ticket-contract/.Certain travel restrictions, conditions and limitations may apply. Odds of winning a prize depend on the number of eligible entries received. Prize will be awarded only to an address within the Territory provided it is claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prizes that are not claimed properly in accordance with these Official Rules may not be awarded. In no event will more than the stated number of prizes be awarded.

- 5. Additional Conditions for Grand Prize Winner and Guest: Grand Prize winner and Guest must take the trip October 29 November 6, 2023, or the entire travel prize will be forfeited in its entirety. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport, ground transportation, passport fees, gas, meals, parking fees, insurance, tolls, beverages, activities, incidental hotel expenses, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the sole responsibility of each winner and, where applicable, must be paid by winner with a credit card at the time of booking. Each winner must comply with all airline and security requirements.
- 6. Entrant Verification: In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.
- 7. Disqualification: Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and

may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.

- 8. Notification & Validation of Winners: Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries. Canadian residents must correctly answer a time-limited, mathematical skill-testing question (without assistance of any kind, mechanical or otherwise) in order to be eligible to win a prize. The Promotion Administrator may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Promotion to accommodate and include the participation of entrants with disabilities.
- 9. Limitations: To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion: (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion or administration of this Promotion; or (x) cheating or fraud by any participant.
- 10. Modification, Suspension and Termination: If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, legal mandate, social media mandate, pandemic, epidemic, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or, modify, suspend and/or terminate this Promotion, including the selection of winners in a manner the Promotion Administrator deems fair and reasonable, including the selection of winners in a random drawing from among applicable eligible, non-suspect entries received prior to such modification, suspension or termination. Thereafter, the Sponsor reserves the right to accept no further entries and award no further prizes.
- 11. Releases: By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

- 12. **Publicity**: Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
- 13. **Privacy**: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <u>www.aqvoyages.com/privacy-policy/</u>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law. Your personal data will be collected in the USA and/or Canada. By entering this Promotion, you expressly consent to the transfer of your personal information to countries outside of your country of residence, including without limitation, the USA. As a result, your personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- 14. Choice of Law, Jurisdiction and Notice: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants irrevocably consent to the exclusive jurisdiction, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2023 Promotion Administrator.
- 15. **Severability & Conflicts**: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- Winners' List: To view the winners' list for this Promotion, please visit
 <u>https://certified.promotrust.com/AmericanQueen/TasteofMississippiSweeps/winners</u>. The winners' list
 will be available after winner validation has been completed.
- 17. **Third Party Rights**: All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.
- 18. **Sponsor**: American Queen Steamboat Operating Company, LLC d/b/a American Queen Voyages, Fort Lauderdale, FL. Mail-in entries are not accepted at this address.
- Promotion Administrator: The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.