

— WIN A —

LIFE. CHANGING. ARCTIC EXPEDITION FOR 2

TERMS, CONDITIONS & OFFICIAL RULES

Promotion	Win a Life Changing Arctic Expedition Competition
Promoter	Aurora Expeditions, Suite 12, Level 2, 35 Buckingham Street, Surry Hills, Sydney, NSW 2010, Australia
Promotional Period	Start Date: 9:00 on 18 May, 2023 AEST End Date: 17:00 on 16 July, 2023 AEST
Eligible entrants	This is a global promotion open to eligible permanent residents of applicable countries aged 18 years and over – see Entry into the Promotion.
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: <ol style="list-style-type: none">1. Visit www.auroraexpeditions.com.au/arctic-competition-232. Like us on Facebook OR follow us on Instagram3. Tell us in 25 words or less 'What is your dream Arctic voyage and why?'4. Enter your full name, contact number, email address and country.5. Submit fully completed entry form. Incomplete or automated entries will be disqualified.
Maximum Entries	Limit of one (1) entry per Entrant during the Promotional Period.
Winner Determination	This is a game of skill contest. Chance plays no part in determining the Winner. Each entry will be individually judged based on its literary and creative merit. Judging will take place by the Promoter at Suite 12, Level 2, 35 Buckingham Street, Surry Hills, Sydney, NSW 2010, Australia within 7 days of the competition ending. The Winner will be the Entrant who has most creatively answered the promotional question.
Number of Winners	One (1)
Winner Notification	The Winner will be contacted by a representative of Aurora Expeditions, by phone or email within 7 days of the competition ending, and the announcement of the winner will be made 7 days after the contest ends. Only the Winner will be notified by email and must respond within 48 hours, or the prize may be re-allocated to another competition entrant.

Prize

The Prize is one (1) expedition for two (2) people, staying in a Balcony Stateroom Category C suite onboard either the *Greg Mortimer* or the *Sylvia Earle*. Entrants can choose from the three selected expeditions to the Arctic departing in 2024:

- a. Iceland Circumnavigation – 12 days, departing 21 May 2024, from Reykjavik to Reykjavik, valued at AUD \$17,995 per person
- b. Svalbard Odyssey – 12 days, departing 19 June 2024 and 11 August 2024, from Longyearbyen to Longyearbyen, valued at up to AUD \$21,995 per person
- c. Jewels of the Arctic – 15 days, departing 23 June 2024, 7 July 2024 and 21 August 2024, from Longyearbyen to Reykjavik, valued at AUD \$26,295

The Winner will also receive a flight credit of AUD \$1,000 per person, which will be deducted from the cost of the return flight. Exact prize inclusions as listed on each itinerary package, including:

- a. All transfers mentioned in itinerary;
- b. All pre/post accommodation mentioned in itinerary;
- c. Onboard accommodation during voyage including daily cabin service;
- d. All meals, snacks, tea and coffee during voyage;
- e. Beer, house wine and soft drinks with dinner during voyage;
- f. Captain's Farewell reception including four-course dinner, house cocktails, house beer and wine, non-alcoholic beverages;
- g. All shore excursions and Zodiac cruises;
- h. Educational lectures and guiding services provided by Expedition Team;
- i. Complimentary access to onboard expedition doctor and medical clinic (initial consultation);
- j. One 3-in-1 waterproof polar expedition jacket;
- k. Complimentary use of Muck Boots during the voyage;
- l. Comprehensive pre-departure information;
- m. Port surcharges, permits and landing fees;
- n. Gratuities for ship's crew and local guides

See General Prize Terms for exclusions. Prize is subject to the Special Conditions.

Prize Value: up to AUD \$55,390. Prize value based on highest voyage fare available on Jewels of the Arctic (all departures), for two (2) passengers in twin share accommodation in a Stateroom Category C suite, plus AUD \$1,000 flight credit per person.

Fares correct as of 18 May 2023.

Special Conditions

Prize must be booked at least 60 days before chosen departure date.

Reservations and sailing are subject to voyage certificate terms and conditions. Prize excludes additional sightseeing and other personal expenditures. All other expenses not specified herein with respect to the Prize are the sole responsibility of the recipient.

Prize is not transferable and may not be given, bartered, sold or exchanged for cash or another prize, except at Promoter's sole discretion due to unavailability for any reason and then only for a prize of equal or greater value.

Actual value of Prize under this Promotion may be lower or higher at the time of its fulfillment, and any difference between actual value and the stated value will not be awarded. Prize Supplier is not responsible if any element of the Prize is delayed, postponed or cancelled for any reason. Prize Supplier reserves the right, for whatever reason, to substitute the Prize for one of equal or greater value.

Each Winner and their guest must travel on the same itinerary and have all required valid passports and visas at the time of departure from the respective country including up to and including the time of return to the respective country. There are no deviations to travel allowed except as approved by the cruise line in its sole discretion. Winner and their guest must abide by all cruise line policies and terms and conditions, including the requirements outlined at www.auroraexpeditions.com.au/terms-and-conditions/. In the event of any inconsistency between these Special Conditions and the Terms and Conditions of the Promotion, the Special Conditions will prevail to the extent of the inconsistency.

Terms and Conditions

Entry into the Promotion

1. The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule).
2. Employees of the Promoter and their immediate families, suppliers, associated companies and agencies are ineligible to enter.
3. Entries must be received by the Promoter during the Promotional Period.
4. One (1) entry per person. Multiple entries from the same IP address, same email address or from automated competition entry services are invalid.
5. Entry into the Promotion is free.
6. All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including evidence of age, residence and identity. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
7. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a. fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b. fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c. appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d. has submitted an entry that is not in accordance with these Terms and Conditions; or
 - e. has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
8. This contest is not open to residents of Quebec, Russia, India, Belgium or Sweden.

Entry material

9. Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful or offensive.
10. Entrants warrant that their entry is their own original work, and it does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
11. All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use the entry material for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion and/or future promotions.

Winners

12. The Winner will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination.
13. The Winner will be notified in accordance with the Winner Notification. All reasonable attempts will be made to contact the Winner. If a Prize is not claimed by the Winner by the date specified by the Promoter or Prize Supplier; or forfeited for any reason, the Prize will be awarded to the next best entry.

General prize terms

14. All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.
15. If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value.
16. Unless expressly stated as being included in the Prize, all other costs and expenses associated with taking the Prize/s become the

responsibility of Winner and their guest, including but not limited to:

- a. flights not mentioned in itinerary – if costs exceed flight credit;
 - b. taxes – including flight-associated taxes, airport arrival or departure taxes;
 - c. transfers – unless specified in itinerary;
 - d. passport, visa, reciprocity and vaccination fees and charges;
 - e. travel insurance;
 - f. hotel accommodation and meals unless specified in the itinerary;
 - g. transport to/from an airport departure or return point;
 - h. optional excursions and optional activity surcharges;
 - i. all items of a personal nature including but not limited to alcoholic beverages and soft drinks (outside of dinner service), laundry services, personal clothing, medical expenses, wi-fi, email or phone charges;
 - j. all other incidental and ancillary costs incurred by the Winner and their guest as a direct or indirect result of taking the Prize.
17. **For US Residents only:** All state, local, federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued US\$600 or more in any given year will be issued an IRS Form 1099 to report their winnings. The actual retail value of the prize will be reported on the IRS Form 1099.
18. Prizes cannot be refunded, exchanged, taken as a monetary payment or offered for resale. Prizes may be transferred at the Promoter's sole discretion. Fees may be incurred for any changes to booking.
19. All aspects of a Prize must be taken together as a package. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.
20. The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest to take part or continue to take part in any aspects of the Promotion or Prize, for any inappropriate behaviour, if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity or if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that the relevant person is not sufficiently healthy or fit so as to safely participate in the Promotion or Prize.
21. Prizes cannot be used in conjunction with any other discounts or special offers.
22. The Prize will be awarded to the person named in the winning entry as judged in accordance with the Winner Determination.
23. The Prize will be awarded at the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
24. It is a condition of accepting the Prize that the Winner and their guest must sign a legal release or releases in a form determined by the Promoter in their absolute discretion.

Holiday prize terms

25. The Winner and their guest must ensure that they have valid documentation for necessary international or domestic travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest. If the Winner or their guest are refused entry to any destination for any reason, they forfeit the Prize and no compensation or substitute will be offered.
26. The Winner and their guest are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
27. Air ticket will be based on best available connection to the voyage (not guaranteed to be booked under preferred airlines, holding Frequent Flyer status, or using Frequent Flyer points for any of the flights included in the Prize).
28. Air credit must be used towards the return flights for the Prize.
29. The Winner and their guest must travel at the same time, including flights and accommodation. They must depart from and return to the same airport and are responsible for transport to and from their residence to the airport.
30. A credit card imprint or cash deposit may be required from the Winner and/or their guest at check-in to a hotel and during the voyage, for all incidental charges.

Publicity

31. By accepting the Prize, the Winner and their guest agrees that
- if requested by the Promoter, the Winner and their guest will provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and participate in any promotional activity in connection with the Promotion or the Prize;
 - the Promoter may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation;
 - the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - the Winner and their guest unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

32. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or associated with any social media platform where the Promotion is conducted on. They release all social media platforms and its associated companies from all liabilities arising in respect of the Promotion. They agree to adhere to the prevailing terms and conditions of each social media platform. They understand that they are providing their information to the Promoter and not to the social media platform. They acknowledge that they are solely responsible and liable for any content or information they transmit to other users of the platform and agree to direct any questions, comments or complaints about the Promotion to the Promoter.

Limitation of liability

33. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under national Acts or laws related to competitions or contests, or State, Territory or Province consumer protection laws. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its directors, employees, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize.

General

34. The Promoter reserves the right to take any action necessary in its sole discretion at any time, as appropriate.
35. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
36. The Prize and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and the Winner and their guest must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to the Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.
37. If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, as appropriate.
38. Any attempt to cause damage to Aurora Expeditions' website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.
39. These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, as appropriate.

Privacy

40. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at www.auroraexpeditions.com.au/privacy-policy/.
41. The Prize Supplier may also use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Prize Supplier at the time of entry.