

Rules for Cruise Giveaway - Academy Travel USA

Term:

Academy Travel USA & Princess Cruise Lines Cruise Giveaway contest begins at 12:00 a.m. Apr 1 2019 and ends Aug 18th 6 00 pm Pacific Standard Time (PST). The winner will be announced at the last concert during intermission winner does not need to be present and will be notified either via Facebook or email or phone call.

Who may enter:

To enter into the contest patrons must be 25 years of age or older and show government ID.

Who may NOT enter:

Patrons younger than 25 years of age and employees of Academy Travel USA & Employees and of Princess cruise lines.

How to enter: The form must be legible. Form must be complete. Forms not complete or not legible will not be entered for the drawing. You can also “like” Academy Travel USA on Facebook as well as (2) sign up for Academy Travel USA Newsletter on www.academytravelusa.com

Entry deadline:

To be included in the drawing for the free cruise, patrons must do the above actions by 11:59 p.m. PST Aug 18 2019

How winner is selected:

All forms will be selected from a bowl on the last day of the concert during the last break. Winner not be present.

Responsibility Clause:

Winner is responsible for personal port, taxes and gratuities on the cruise, transfers, any increase in fuel costs that might occur and airfares associated with the cruise. Passport may be required for travel; winner must also have proper travel documents. Academy Travel USA acts only as an agent in arranging transportation, accommodations, sightseeing tours, etc. And as such, shall not be liable for any damages or inconvenience due to the weather or any act of default of any person or company engaged in providing services included in our tours.

Travelers needing special assistance:

Travelers should be reasonably in good health. Academy Travel USA will make a reasonable effort to accommodate the special needs, but it is not responsible in the event it is unable to do so. If trip includes a motor coach, travelers must be able to walk up and down the motor coach steps on their own. An able companion must accompany persons needing individual assistance. The cruise line reserves the right to reinstate

a fuel supplement charge of up to \$12/ per person per day should the price of light sweet crude oil according to the NYMEX increase above \$70 per barrel. California Sellers of Travel License 2087227

Prize:

The prize is a 7 night Princess cruise worth \$1300.00. That will pay for an inside cabin for 2 people to Mexico from Los Angeles. If you want to upgrade you can pay the difference. If you want to take the gift certificate and apply it to any cruise that Princess sails you can do that too. Prize is non-transferable no cash value. You have 1 year to use it and must be booked 6 months in advance. Void after 1 year. Must bring original award letter into Academy Travel USA when ready to book.

NO PURCHASE IS NECESSARY TO ENTER.

By entering, entrants agree to these Official Rules. Begins on Apr 1 , 2019 - 3 pm and ends on Aug 18th 2019 6 pm.

ELIGIBILITY

All entrants must be 25 years of age or older and permanent, legal U.S. resident by Apr 1, 2019 To be eligible for a prize, you also must have a valid social security or tax identification number. Employees (and their immediate family members (defined as spouse, parents, siblings or children) or household members (whether or not related) of Academy Travel USA a Grover Beach Parks and Rec Department Sponsor and of their respective subsidiaries, sponsors, affiliates, parent companies, assignees, agencies, advertisers, franchisees, immediate family members or members of the same household are not eligible to win. Any household that has been awarded a prize by Sponsor, in the last 6 months is ineligible.

WINNER NOTIFICATION

Sponsor will attempt to contact potential winner by email in accordance with the information supplied to Academy Travel USA on the winner's entry form. The winner may be verified over the telephone and will be asked to provide Academy Travel USA with valid identification and execute and return a declaration of eligibility and a liability and publicity release as well as certain tax documents. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Faxes will not be accepted. In the event that potential winner (a) cannot be contacted directly by Academy Travel USA within 48 hours from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) does not respond to Academy Travel USA (e) or is otherwise determined to be ineligible, Academy Travel USA in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing to be held as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate winner is subject to all eligibility requirements and restrictions of these Official Rules. Sponsor will conduct one alternate drawing. If Sponsor is unable to confirm an eligible winner for a particular prize after one alternate drawing, no further drawings will be conducted for that prize and that prize will not be awarded.

PRIZE RESTRICTIONS

Winner assumes sole responsibility for all costs associated with the prize not explicitly outlined above. Winner and his/her guest will be responsible for all port charges, taxes, gratuity, incidentals, telephone charges, ground transportation, air transportation to port, and any other fees and expenses incurred in connection with the prize trip. Winner is solely responsible for any applicable federal, state and local taxes in connection with the prize. Prize substitutions are not allowed, and prize is not transferable. Only Sponsor may elect, at its discretion, to substitute a prize of greater or equal value due to lack of availability for any given reason. Travel companion must be 25 years old or older, and winner's guest must sign and return a release prior to accompanying winner on prize trip. The winner and his/her guest must all travel on same itinerary and must possess all required travel documents, including a valid passport. Travel may be redeemed only on the date and at times determined by Academy Travel USA and Princess cruise lines.. The winner may be required to present at least one valid major credit card in order to board the ship. Academy Travel USA and Princess cruise lines will not be responsible for

any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the cruise or any other persons or entities providing any of these travel elements or services. Cruise travel subject to Princess Cruise lines passenger terms and conditions. No prize substitutions will be made except at the sole discretion of the Academy Travel USA and Princess Cruise Lines, which may substitute a prize of greater or comparable value. If the winner is not able to attend the cruise on the designated dates, or otherwise fails to use or redeem any element of the prize, winner shall forfeit the prize (or such prize element) and no additional or substitute prize or compensation will be provided. If the winner elects to travel without a guest, no additional compensation will be awarded.

PUBLICITY RELEASE

By accepting prize, winner agrees that Academy Travel USA and Princess Cruises Lines has the right to publicize their name, photograph (including the use and appearance of winner's photograph on Sponsor's web page, [Facebook](#) page and Twitter account), likenesses, biographical information, email address, voice and details of winning for purposes of this and future promotions without further compensation.

LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

Entrants agree that Academy Travel USA and Princess Cruise Lines, and their respective subsidiaries, agents, agencies, affiliates, franchisees, and promoters, and their respective officers, directors, employees, assigns, and related persons (a) are not responsible for lost, interrupted, or unavailable network, server, or other connections, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by Sponsor by the deadlines stated above; (b) are not responsible for any injury or damage to any cell phone, computer, modem or other electrical device as a result of participation in this Sweepstakes or downloading of any software or materials; (c) will not be responsible for the inability to select winner because of equipment failure, or data storage failure; (d) are not responsible for any fees associated with, or charged by your carrier for, text message services; and (e) are released from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the giveaway.

MISCELLANEOUS

Sponsor shall be entitled to interpret these Official Rules -- including but not limited to rules regarding entries, selection of winner, deadlines, restrictions on prize, and eligibility -- and all of its decisions are final. By entering, entrants agree to these Official Rules. Sponsor reserves the right to cancel, terminate or suspend this cruise giveaway or any part of this cruise give away should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Sweepstakes as determined by Sponsor in its sole discretion, at which time, Sponsor will select the winner by conducting a random drawing from among all non-suspect entries received at the time of the Sweepstakes cancellation, termination or suspension. Sponsor will post notice of any cancellation on the Sweepstakes website. Sponsor reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, Sponsor finds such entrant to be tampering with the entry process or the operation of the cruise giveaway or if such entrant shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsor; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for the prize and may be prosecuted to the full extent of the law. Tampering includes attempting to enter more than the number of entries permitted by these rules including by using an automated device. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. Sponsor reserves the right to correct typographical or clerical errors in any Sweepstakes-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

DISPUTES

By entering the cruise giveaway, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the cruise giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the cruise giveaway, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants, Sponsor in connection with the cruise giveaway, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out of this cruise giveaway or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of California, County of San Luis Obispo and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNER LIST/OFFICIAL RULES COPY

For a copy of the Official Rules or the final Winner's List, mail a self-addressed, stamped envelope to: Academy Travel USA: c/o Dianne Tuttle : 1303 E Grand Ave Suite 115, Arroyo Grande 93420, specifying either "Winner List Request" or "Official Rules Request." Winner's name will be available after Aug 17th 2019.

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