

Molton Brown / Seabourn Cruise Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the sweepstakes if you are not located within the 50 United States and the District of Columbia.

- 1. Eligibility.** Participation open only to legal residents of the fifty United States and the District of Columbia, who are 18 or older as of date of entry. Void outside of the 50 United States/District of Columbia and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor or Prize Donor and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers, and directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States/District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

Timing. The Sweepstakes begins at 7:00 a.m. Eastern Time (“ET”) on September 9, 2020 and ends at 11:59 PM ET on September 30, 2020 (“Sweepstakes Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes.

- 2. How to Enter.** During the Sweepstakes Period, eligible entrants must enter as described below:

Online: enter online on the Seabourn Collection “Behind the Fragrance” page which can be found at <https://www.moltonbrown.com/store/journal/fragrance/the-seabourn-collection>. You will automatically receive one (1) entry into the Sweepstakes drawing (“Entry”).

Limit one (1) Entry in Sweepstakes per person, regardless of the method of entry. No automated entry devices and/or programs permitted. All entries become the sole exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes required a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupter or garbled entries or mail, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the Sweepstakes.

- 4. Random Drawing/Odds.** Administrator will select the potential Grand Prize winner from all eligible entries received during the Sweepstakes Period on or around October 14, 2020. The potential Grand Prize winner will be notified by email at the address provided on the on-line entry form. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor, within ten (10) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately

4-6 weeks after the conclusion of the Sweepstakes. Sponsor is not responsible if the Prize cannot be delivered due to an incorrect mailing address or for lost or misdirected shipments.

Odds of winning depend on the number of eligible entries received for the drawing. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

5. **Grand Prize:** One (1) Grand Prize will be awarded, which consists of (i) the Seabourn Collection, including one 10 oz. Immersive Saphire & Eucalyptus Body Wash, one 10 oz. Immersive Saphire & Eucalyptus Body Lotion, one 10 oz. Inspiring Basil & Vetiver Shampoo, and one 10 oz. Inspiring Basil & Vetiver Conditioner; (ii) the Orange & Bergamot Collection, including one 3.3 oz. Orange & Bergamot Eau de Parfum, one 10 oz. Orange & Bergamot Bath and Shower Gel, one 10 oz. Orange & Bergamot Body Lotion, one 10 oz. Orange & Bergamot Fine Liquid Hand Wash, one 10 oz. Orange & Bergamot Hand Lotion, one 1.4 oz. Orange & Bergamot Hand Cream, and one Orange & Bergamot Aroma Reeds (Approximate Retail Value (ARV) of all products is USD \$502.00); (iii) a cash allowance of USD \$2,500 to cover travel expenses and incidentals (paid by check); and (iv) one (1) Caribbean cruise for the Grand Prize winner and one (1) guest, double occupancy in Veranda suite, provided by Seabourn Cruise Line Limited ("Prize Donor" or "Seabourn"), and departing in **2021** through **2022** from a Seabourn-identified Caribbean port (valued at USD \$7,499)("Cruise"). Winner may choose from any 2021 through 2022 7-Day Seabourn Caribbean voyage, excluding Holiday sailings, subject to availability at time of confirmation. ARV of Grand Prize is USD \$10,501. Prize values are based on conversion rates as of June 1, 2020, and may vary.

Additional terms for Grand Prize: The Grand Prize winner is responsible for booking all travel, including the transportation to/from ship's port and the Seabourn cruise. The Cruise consists of suite accommodations for the Winner and one (1) guest, traveling together on the same itinerary and in the same suite. The Cruise is provided subject to the Seabourn Cruise Line Cruise Contract, which can be accessed at www.seabourn.com, and applicable terms and conditions set forth in the Seabourn Cruise Line brochure from which the Cruise is selected. The Cruise must be booked at least forty-five (45) days prior to the intended travel dates. Once the Cruise booking has been confirmed, changes will not be accepted, and failure of Winner or guest to follow such itinerary shall not obligate Sponsor in any way to provide the Winner or guest with alternate arrangements. Actual dates of the Cruise are subject to availability and certain other restrictions. Travel may not occur during cruise ship blackout periods or during Holiday Sailings as referenced as referenced in the title of the itinerary on www.seabourn.com (e.g., sailings that occur during a U.S. holiday, November to December, including Thanksgiving, Christmas and New Year's). The suite category will be assigned by Seabourn. The Cruise consists only of those items expressly specified in these Official Rules as being part of the Cruise. All expenses and costs associated with the acceptance or use of the Cruise that are not expressly specified in these Official Rules as being part of the Cruise (including without limitation airfare, ground or other transportation to or from port of departure, ground transfers, hotel accommodations, shore excursions, travel insurance, laundry service, spa treatments, premium alcoholic beverages, local and long distance telephone calls, ship to shore communications including Internet usage, merchandise and souvenirs, incidental expenses, personal onboard expenses and applicable passport, visa and entry/exit fees, and all other costs and expenses not otherwise specified herein) are the responsibility of the Winner. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Winner and guest must sign and return a publicity/liability release prior to ticketing. Neither Sponsor nor Prize Donor is responsible if Cruise is delayed, postponed or cancelled for any reason, in which event that portion of Cruise is forfeited in its entirety and no substitution will be provided except as in the sole discretion of Sponsor and Prize Donor. No substitution of the Cruise or any component thereof is permitted, except in the sole discretion of Sponsor and Prize Donor, each of which reserves the right to substitute a prize or prize component of equal or greater value. The Cruise is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Seabourn cruise or suite category other than that assigned. Winner and guest are NOT eligible for Seabourn's Seabourn Shield program in connection with the Cruise. Any traveler under the age of 21 years as of the date of

Cruise departure (whether the Winner or such Winner's guest) must be accompanied by a parent, guardian or chaperone 21 years or older in the same suite. All travelers are responsible for 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. Each traveler must check with his/her travel agent, government agencies, embassies or consulates prior to the cruise 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, or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information.

Ships' registry: Bahamas.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prize Winner will not receive difference between actual and approximate retail value set forth in these Official Rules. All taxes and unspecified expenses are the responsibility of winners.

6. Conditions. All federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes winner's permission for Sponsor and Prize Donor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes, Sponsor or Prize Donor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsor, Prize Donor, each of their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor and Prize Donor are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

7. Additional Terms. In case of dispute as to the identity of any entrant, Entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institutional, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any Potential Winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor and Prize Donor, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or

other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- 9. Use of Data.** Any entry information collected from the Sweepstakes form shall be used only in a manner consistent with these Official Rules and with the applicable privacy policies located at <http://www.moltonbrown.com/store/privacy-policy> and <https://www.seabourn.com/legalAndPrivacy/Main.action?tabName=Privacy%20Policy>. By participating in the Sweepstakes, entrants hereby agree to the collection and usage of their personal information by Sponsor and Prize Donor in accordance with the aforementioned privacy policies.
- 10. List of Winners.** To obtain the name of the winner, send a self-addressed, stamped envelope by **November 15, 2020** to: Molton Brown/Seabourn Cruise Sweepstakes c/o Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.
- 11. Sponsor.** Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.