

USA 2022 Giveaway: Official Rules

Promotion runs from September 15, 2022 to November 9, 2022

NO PURCHASE NECESSARY TO ENTER OR WIN.

CONTEST ENTRY PERIOD: The “USA 2022 Giveaway” (the “Contest”) begins at 12:00 AM EST on Thursday, September 15, 2022 and ends at 11:59 PM EST on Wednesday, November 9, 2022.

ELIGIBILITY: The Contest is open to legal residents of United States of America age 18 or older at the time of entry. Void where prohibited by law. Employees of G Adventures Inc. (the "Sponsor"), and their respective subsidiaries, affiliates, advertising and promotion agencies and marketing/prize providers (collectively, “The Contest Entities”), and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. The Contest is subject to all applicable *federal, state and local laws and regulations*.

ENTRY: To enter, enter online on the popup module at gadventures.com. **Entries must be received** between September 15, 2022 at 12:00 AM EST and November 9, 2022 at 11:59 PM EST (**the "Contest Entry Period"**).

Limit 1 entry per person or email address. In the event of a dispute, Online Entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Any entrant may be required to show proof of being the authorized account holder to Sponsor’s satisfaction.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: 1 potential Grand Prize winner will be awarded a trip for winner *and* 1 guest. The potential winner may book 2 spots on 1 G Adventures tour equal to or less than the value of \$4,999 USD.

Trip must be booked before December 31, 2022 and depart before July 31, 2023

Total Maximum ARV of Grand Prize: \$4999 USD

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winner will be selected in a random drawing on or about **NOVEMBER 9, 2022** from among all eligible entries received, **by** an independent agent of the Sponsor whose decisions are final.

NOTIFICATION: Grand Prize winner will be confirmed via email and/or phone, and will be required to sign and return, within 7 days of notification, an Affidavit of

Eligibility, a Release and Declaration, a Publicity Release (collectively, "the Releases"). *These Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law.* Travel companions of winner must be at least 18 years of age and will also be required to sign a travel liability waiver. Noncompliance may result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, it will result in disqualification, and the prize will be awarded to an alternate winner in a separate random drawing.

PRIZE CONDITIONS: Prize includes the listed itinerary only and excludes optional or additional services not expressly included in the applicable itinerary or prize. transfers, pre/post-tour accommodation, 'My Own Room', insurance, amendments, vaccinations, and all incidentals, meals, gratuities, taxes, fees, levies and transportation. All travel related expenses including but not limited to transportation to and from home, airfare costs exceeding the aggregate total specified herein, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage and excursions not specifically included in the applicable trip itinerary and personal expenses including but not limited to telephone/Internet charges and gift shop purchases are the sole responsibility of prize winner. Winner and travel companions must travel on same departure, trip and itinerary. **Winner and travel companions must have valid photo ID, passport, and any other required documentation prior to departure. Trip elements and travel dates** are subject to availability, are valid on new bookings only, may not be combined with any other offer or discount, and are not eligible for "Lifetime Deposit" nor "Guaranteed Departure". Once any ticket has been issued, the origin and destination cannot be changed. Frequent flyer mileage accumulation, use of e-upgrade certificates, and stopovers are not permitted. Promotional pass recipients may be held liable to the airline for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets. The airfare component of the Grand Prize is for one-time use only, and only for the winner's and guest's personal use in connection with the Grand Prize. It may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. Any violation of these conditions may result in cancellation of the airfare component of the prize, of any booking made using the airfare component of the prize, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use. Prize is subject to the winner agreeing to G Adventures' booking terms and conditions, available at gadventures.com/terms-conditions-policies/. Winner and guests are solely responsible for ensuring they have medical insurance in an amount no less than USD\$200,000 covering medical, evacuation, and repatriation while travelling which is a mandatory requirement for participation on all G Adventures trips as set out in G Adventures booking terms & conditions.

Actual retail value of Grand Prize may vary depending on point of departure, destination selected, travel dates and fare/rate fluctuations; any difference in the value of the prize as stated herein and value at time of prize notification or awarding, if any, will not be awarded. All reservations will be made by an agent of the Sponsor. All hotel

reservations are based on availability and all holidays may be excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather affects the ability for winner and his/her guests to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or guests other than to supply the remaining elements of the prize package minus the unused portion of prize. If for any reason whatsoever, winner and/or guests are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. *Winner and guests are responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport and any visas or permits) and vaccinations prior to travel. Winner's guests must be legal (enter eligible region) residents, 18 years or older and must complete and return a Liability/Publicity/Travel Release prior to travel as noted above.*

Grand Prize winner and guests acknowledge and agree that they are responsible to ensure their eligibility to travel internationally and, if applicable, their proper and lawful eligibility to enter any country or region included in the prize trip itinerary, and to re-enter their country of residence, and represent and warrant to Sponsor that they possess or are able to procure a valid passport for the duration of the trip, if necessary, according to current international travel law. Passport and visa procurements will be the sole responsibility and for the sole account of the Grand Prize winner and his/her guests. If Grand Prize winner and/or any guests are unable to attend their prize Tour due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and Sponsor shall not be liable for any damages resulting from such inability to attend. The winner and their guests will be responsible for any surcharges or service charges if applicable.

Prize is not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's and guests' sole responsibility.

USA ONLY: Winner is responsible for all federal, state, local and income taxes associated with winning the prize. Winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Winner acknowledges that the Sponsor and all other businesses involved with this Contest and their agents do not make, nor are in any manner responsible for any

warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

GENERAL: Participating entrants agree to these Official Rules and the decisions of Administrator and the Sponsor, and release the Contest Entities, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Contest or use/misuse or redemption of the prize, regardless of the cause of such injury, damage or loss. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate wireless telephone number, will be disqualified.

If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Contest termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Contest Entities are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or

unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent Contest administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winner from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE WWW.GADVENTURES.COM OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Sponsor's Privacy Policies, which can be found at <https://www.gadventures.com/terms-conditions/privacy/>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see gadventures.com or send a self-addressed, stamped envelope by October 15, 2022, to: USA 2022 Giveaway **Contest** Official Rules Request, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

WINNER CONFIRMATION: For a written confirmation of the winner (available after November 9, 2022, send a stamped, self-addressed envelope November 16, 2022, to: USA 2022 Giveaway **Contest** Winner Confirmation Request, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

SPONSOR: *G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5*