

**National Geographic Explorer Academy Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**SWEEPSTAKES DESCRIPTION:** The National Geographic Explorer Academy Sweepstakes (the “**Sweepstakes**”) begins on or about May 15, 2018 at 12:01 a.m. Eastern Time (“**ET**”) and ends on May 31, 2019 at 11:59 p.m. ET (the “**Sweepstakes Period**”). At the end of the Sweepstakes Period, one (1) Grand Prize winner will be selected, as set forth more fully below. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of National Geographic Partners, 1145 17<sup>th</sup> Street NW, Washington, DC, 20036, (“**Sponsor**”) which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal residents of the fifty (50) United States and the District of Columbia, and residents of Canada (excluding Quebec) who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and Sweepstakes agencies (all such individuals and entities referred to collectively as the “**Sweepstakes Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:** There are two (2) ways to enter. **1) ONLINE ENTRY:** To enter, visit the web site [www.exploreracademytrip.com](http://www.exploreracademytrip.com) (the “**Website**”) during the Sweepstakes Period, fill out the entry form. Upon completion and submission of the entry form, you will receive one (1) entry into the Sweepstakes. **2) MAIL-IN ENTRY:** On an approximately 3x5 card, legibly print your full name, complete mailing address (including complete address, city, state, province zip and zip code), daytime telephone number, and e-mail address. **Put the card in an envelope, affix first-class postage (Canadian residents: please add sufficient postage for U.S. destination)** and mail to National Geographic Explorer Academy Sweepstakes, 1145 17<sup>th</sup> Street, NW, Room M-7623, Washington, D.C., 20036. **Limit one (1) entry per person, family or household.** All entries must be received by the end of the Sweepstakes Period in order to participate. The Website’s database clock will be the official time keeper for this Sweepstakes. Entry must be made by the entrant, only as set forth herein. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:** One (1) grand prize is available (the “**Grand Prize**”). The Grand Prize consists of an eight day National Geographic Expeditions Family Adventure for four (the winner, plus one adult companion (must be at least 18 years old), and two children

(under age 18); or winner may elect to bring three children) through Alaska's Inside Passage aboard one of the National Geographic cruise ships on one of the available tour dates in 2020 (the "**Grand Prize**"). The trip consists of the following: round-trip economy class air transportation from the major commercial airport nearest the Grand Prize Winner's primary residence to Seattle, WA, transfer flights to/from Sitka or Juneau, Alaska, up to two (2) nights double occupancy standard hotel accommodations in Seattle, WA if necessary based on flight arrangements; double occupancy accommodations for 7 nights; and some meals as specified at [www.nationalgeographicexpeditions.com/expeditions/alaska-cruise/detail](http://www.nationalgeographicexpeditions.com/expeditions/alaska-cruise/detail) are included. The approximate retail value ("**ARV**") of the prize is Thirty Seven Thousand Five Hundred Dollars (\$37,500.00). **Odds of winning depend upon the actual number of entries received prior to the end of the Sweepstakes Period.**

**All other prize expenses not specified herein shall be the sole responsibility of prizewinner including, without limitation, air travel, delivery, processing and handling fees, gratuities, and/or personal purchases.** Hotel accommodations, including amenities (if any), size and type of room, shall be at Sponsor's sole discretion and subject availability. The prizewinner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. The prizewinner may choose from several travel date options during the summer of 2020. Specific dates will be provided when prizewinner is notified. Travel must be booked and confirmed by August 31, 2019. If the potential prizewinner does not book and provide proof of booking to Sponsor by August 31, 2019, then such potential prizewinner shall forfeit the prize in its entirety and an alternate prizewinner may be selected from the remaining eligible entries received. The ARV for travel prizes is an estimate made before the Sweepstakes begins. The prizewinner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. The prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated in the "Affidavit/Publicity Release" (as defined below) and/or other travel documents.

The Grand Prize winner and his or her travel companions must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Sweepstakes begins. The Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guests. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companions engages in behavior that, as determined by Sponsor in its sole discretion, is

obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companions home with no further compensation.

**WINNER SELECTION AND NOTIFICATION:** At the end of the Sweepstakes Period, one (1) Grand Prize winner will be randomly selected in a drawing from all eligible entries received throughout the Sweepstakes Period on or about May 31, 2019. Selected entrants who are Canadian residents will be required to correctly answer a skill question prior to being awarded any prize. An alternate selected entrant may be randomly selected from among the remaining eligible entries if a Canadian resident, fails to correctly answer the required skill question. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified on or about June 7, 2019 using contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact one (1) potential winner of an applicable prize in accordance with such procedure, and if there is still no confirmed winner of such applicable prize after such attempts have been made, if any, such prize may go unawarded.

**GENERAL PRIZE CONDITIONS:** No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prizewinner fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, Sweepstakes packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prizewinner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected. The Grand Prize winner's adult travel companion must sign an Affidavit of Eligibility and a Liability Release prior to any travel documents being released.

The Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’

acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the prize winners based on points accumulated as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNER’S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: Explorer Academy Sweepstakes, c/o R. Chamblee at 1145 17<sup>th</sup> St., NW Room M-7623 Washington, DC 20036. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period. These Official Rules will be posted on the Website during the Sweepstakes Period.

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**ABBREVIATED DISCLOSURES FOR ADVERTISING & MARKETING MATERIALS:**

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