

# **Win a Carnival Cruise Sweepstakes**

## **OFFICIAL RULES**

**NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** This sweepstakes ("SWEEPSTAKES") is open to legal residents of the 50 United States, including DC, who are 21 years of age or older at the time of entry. Employees of J's Everyday Fashion, LLC ("Sponsor"), Carnival Cruise Line, Arnold Worldwide LLC, and their respective parents, affiliates, subsidiaries, advertising or promotional agencies together with their immediate families (spouses, parents, siblings, and children) and persons living in the same households as any of those employees, whether or not related, are not eligible to participate in this Sweepstakes. This Sweepstakes is void where prohibited by law.
- 2. ENTRY:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on May 19, 2015, and ends at 11:59:59 p.m. ET on May 27, 2015 ("Promotional Period"). During the Promotional Period, visit <http://jseverydayfashion.com/home/2015/5/19/carnival-cruise-giveaway> ("Sweepstakes Entry Page") and follow the directions to enter the Sweepstakes. Each day of the Promotional Period, you can earn up to sixteen (16) points (each point equals one (1) entry into the Sweepstakes) by completing the following actions ("Entry Actions"):
  - Post the Tweet provided on Twitter about the Sweepstakes – 5 Points
  - Share the image provided about the Sweepstakes on Instagram – 5 Points
  - Comment on the Sweepstakes blog post on the Sweepstakes Entry Page with what cruise destination you would choose if you win – 1 Point

Tweets and images should not be altered in any way. Each Entry Action must be taken using the tools provided on the Sweepstakes Entry Page or entrant will not receive points for completing that Entry Action. Any Entry Action can only be completed once per day. Entries in excess of any stated entry limitation will be void. Data rates may apply to use of Instagram. Contact your wireless carrier for details.

Entry must be in keeping with Sponsor's image and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Entry must not defame or violate or infringe upon the rights of any person or entity. Sponsor reserves the right to disqualify any entry and remove any post, if applicable, that it determines, in its sole discretion, is not in compliance with these Official Rules.

Entrants must have a Twitter, Instagram account to enter via that Entry Action (as applicable). All terms and conditions of Twitter, Instagram apply (as applicable). If you don't already have a Twitter, Instagram and/or account, establishing an account is free. Twitter, Instagram and/or account must be set to "public" in order for entry to be eligible. You can return the applicable account to "private" at any time after the winner has been announced. Entries will be deemed made by the authorized account holder of the applicable social media account. Each potential winner may be required to show proof of being the authorized account holder.

By entering the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which shall be final, binding, and conclusive in all respects.

### **3. PRIZE/WINNER SELECTION & NOTIFICATION:**

Winner can select any Carnival cruise that is up to 7 days in length that leaves from a cruise port within the United States. Winner must take cruise within one (1) year of prize award. Cruise will include one (1) Ocean View stateroom for two (2) people. Approximate retail value: \$1000 depending on cruise selected by winner. Cruise will be subject to availability and blackout dates may apply. Travel to and from the Port, hotel accommodations (if required), spa services, casino, gift shop, excursions, onboard gratuities (\$12.00 per person, per day will be charged to your onboard spending account) and any optional onboard expenses are not included. A minor may accompany Winner as a guest only if the Winner is the minor's parent or legal guardian. Minor must be accompanied at all times during the cruise by minor's parent or legal guardian. All terms and conditions of the Sponsor's Standard Ticket Contract of Passage, as well as those stated in the General Information of the Sponsor's brochure/website, shall be applicable to this promotion and cruise passages. All details of the Prize shall be determined solely by Sponsor. Giveaway is based on double occupancy in an ocean view cabin. Additional guests are subject to prevailing rates. Category restrictions and exclusions apply. Offer is non-transferable.

**- Not included are:**

- Gratuities (\$12.00 per person per day charged to onboard account)
- Taxes, Fees & Port Expenses which range from \$42.38 to \$324.27 and are assessed on a per guest basis and according to the itinerary
- Gambling.
- Spa.
- Alcoholic beverages.
- Soft drinks & bottled water. (However, cards are available for a low price which get you unlimited soft drinks throughout the cruise.)
- Tours and excursions in the Port.
- Pre- or post-cruise hotels.
- Ground transportation.

b) Potential Winner will be selected in a random drawing on or about May 30, 2015 from among all eligible entries received. Odds of winning depend on the number of eligible entries received. Potential Winner will be notified by e-mail, phone, or overnight mail (eligibility is subject to verification). Return of any Prize or Prize notification as undeliverable, if Sponsor is unable to contact the potential Winner after reasonable effort, failure of potential Winner to respond within two (2) days of first attempted notification, or noncompliance with these Official Rules will result in forfeiture of Prize and selection of an alternate Winner.

c) This Sweepstakes is governed by the laws of the United States and all federal, state, and local laws and regulations apply. Winner is responsible for all federal, state and local taxes as well as any costs and expenses associated with Prize acceptance and use not specified herein as being provided. Sponsor's determinations regarding the awarding of Prize are final. No Prize substitutions except as provided herein. Prizes are non-transferable and cannot be redeemed for cash by Winner. All Prize details

are at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

#### **4. PRIZE WINNER SELECTION:**

- a) Potential Winner will be required to sign and return a Passenger Prize Confirmation which includes an Affidavit of Eligibility/Release of Liability and, where legal, a Publicity Release within seven (7) days of first attempted delivery. Noncompliance within time period or return of any reward notification as undeliverable may result in disqualification and selection of an alternate Winner.
- b) Winner must be at least 21 years or older (on embarkation day) to travel. If under 21 years old, winner must be accompanied in the same stateroom by a parent or guardian 25 years or older. Guest ages will be verified at embarkation.

The exceptions Carnival will make to this policy are:

- Married minor couple - The booking must be documented that the couple is married. The couple must have proof of marriage at embarkation or they will be denied boarding without the benefit of a refund.
  - Domestic Partners/Same-Sex Union minor couple - The booking must be documented that the couple are legal Domestic Partners/Same-Sex Union. The couple must have legal proof of partnership/union at embarkation or they will be denied boarding without the benefit of a refund.
- c) By accepting the Prize, the Winner grants to Sponsor and its designees the permission to use his or her name, social media user name (s), likeness, picture (including, without limitation, social media profile photo(s)), address (city and state), voice, biographical information, prize information and written or oral statements (collectively, "Likeness") for advertising and promotional purposes in promoting or publicizing the Sponsor and its products and services, and editorial and trade purposes, in any manner, in any and all media now or hereafter devised, worldwide in perpetuity, without further compensation or notification to, or permission from, Winner, unless prohibited by law. Winner shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of his/her Likeness.
  - d) By participating, each entrant represents that he/she has complied with all rules of this Sweepstakes and agree to release and hold harmless Sponsor, Carnival Cruise Line, Arnold Worldwide, Twitter, Inc., Instagram, LLC and their respective parents, affiliates, subsidiaries, officers, directors and employees, crew members, media partners, printers of promotional material, promotional material suppliers, and advertising, promotion and other coordinating agencies involved in the promotion (collectively, "Released Parties") from any and all liability for injuries, losses, or damages of any kind sustained in connection with the use, acceptance, possession or awarding of Prize or participation in any Prize or related activities, including the Sweepstakes generally. Winner acknowledges that Sponsor has not made, and is not liable or responsible for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose.
  - e) No more than one Prize will be awarded. Entries become the property of Sponsor and will not be acknowledged. In compliance with United States Internal Revenue

Service regulations, the Sponsor will send a Form 1099 to any Winner receiving a Prize valued in excess of \$600 (USD), which requires disclosure to the Sponsor of the Winner's social security number. The Winner remains solely responsible for paying all federal and other taxes in accordance with the laws that apply in your state of residence.

5. **GENERAL:** Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Sweepstakes should a virus, bugs or other causes corrupt the administration, security or proper play of the Sweepstakes, as determined by the Sponsor in its sole discretion. In such event, the Prize may be awarded by random drawing from among all non-suspect, eligible entries received up to the date/time of corruption or modification, to the extent feasible, or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for (i) lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, Tweets, points, posts or comments; (ii) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications; (iii) failed computer, satellite, telephone or cable transmissions, lines, or technical failure; (iv) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; or (v) other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials. Released Parties are not responsible for incorrect or inaccurate entry information, whether caused by 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 use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor. **Caution: any attempt by a person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** In the event of a dispute, entries will be declared made by the authorized account holder of the social media account used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned the social media account by the applicable social media platform.
6. **DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. Jurisdiction and venue shall be solely within the courts of Miami, Florida. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other

than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

7. **WINNER INFORMATION:** For Winner information, send a self-addressed envelope to “Win a Cruise Sweepstakes”, Attn: Public Relations, Carnival Cruise Line, 3655 NW 87th Avenue, Miami, FL 33178, for receipt by June 30, 2015.
8. **SPONSOR:** J’s Everyday Fashion, LLC, C/O Carnival Cruise Line 3655NW 87<sup>th</sup> Avenue, Miami, FL 33178

This Sweepstakes is not sponsored, endorsed or administered by Twitter or Instagram.