

## EXPEDITIONS 7: GREENLAND

### OFFICIAL RULES

Please read this document carefully. It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

- 1. CHARITY AUCTION:** Starting February 1, 2018 and ending February 11, 2018 (“Auction Period”) Land Cruiser Heritage Museum, Inc. (“Land Cruiser Heritage Museum”) will conduct a nonprofit fundraising event to raise money for the Land Cruiser Heritage Museum, which helps to preserve the legacy of over 80 individual models of Land Cruisers (“Auction”). The Auction shall be administered by a third party administrator, eBay Auctions. Bidders agree to be bound by all rules set forth by eBay Auctions at <https://pages.ebay.com/help/policies/overview.html>. Land Cruiser Heritage Museum will auction off one (1) expedition experience to traverse Greenland’s Ice Sheet.
- 2. GENERAL CONDITIONS:** By participating in the Charity Auction, each participant (“Bidder”) fully agrees to comply with and be bound by these terms and conditions and by all interpretations of the terms and conditions established by Land Cruiser Heritage Museum, located at 470 W. 600 S., Salt Lake City, UT 84101 (“Sponsor”). Decisions of the Sponsor shall be final in all matters relating to the Auction, Contingent Winner, Expedition Traveler and Expedition. Failure of the Bidder, Contingent Winner or Expedition Traveler to comply with these terms and conditions will result in disqualification from the Auction and forfeiture of any Prize or of the right to any Prize. Sponsor reserves the right to reject any Bidder, Contingent Winner or Expedition Traveler. The Auction is void where prohibited by law.
- 3. ELIGIBILITY:** Incomplete or illegible bids, or bids received after 5:00 PM PST February 11, 2018 are not eligible to participate or to win Auction. This offer is subject to all applicable federal, state and local laws. ENTRANT MUST BE 21 YEARS OR OLDER TO ENTER AND/OR TO WIN. Prize is non-exchangeable and cannot be redeemed for cash.
- 4. PRIZE:** The Auction prize (“Prize”) is an approximately one-month expedition experience traversing the Greenland Ice Sheet over land (referred to herein as “Expeditions 7 Greenland” or “Expedition”) with founder of the Land Cruiser Heritage Museum and Lead Adventurer of Expeditions 7, Gregory Miller. Expeditions 7 Greenland will commence on or around April 13, 2018 and end on or around May 12, 2018. The Prize includes: (1) the cost of mandatory crevasse rescue training (to be held early March 2018 in Salt Lake City, Utah), (2) all on-the-ground costs including fuel, group meals (not including alcohol), vehicles, support personnel, and all associated logistics in Greenland during the expedition. The Prize does not include transportation to and from the mandatory crevasse rescue training, required medical examination, cost of personal equipment, required medical evacuation insurance, travel to and from Greenland

or any other incidental costs incurred before, during or after the Expedition. There will be no substitutions or cash alternatives for the Prize. The Prize is nontransferable.

5. **BID ENTRIES:** Completed bids must be submitted between February 1, 2018 5:00 PM PST and February 11, 2018 5:00 PM PST to be valid. Bidders may bid by submitting a bid through <https://www.ebay.com/itm/202211917676>. Sponsor does not bear responsibility or liability for undecipherable, incomplete, un-transmitted, or misdirected submissions. There are no bid retractions. ALL BIDS ARE NON-CANCELLABLE ONCE SUBMITTED. Once a bid is made and confirmed, it cannot be retracted. When a bid is made the Bidder is representing their intent and ability to buy the item at the bid price. The Auction item may have a reserve price. The reserve price is the lowest price at which an item will be sold. Upon the close of the bidding, the Bidder who has at that time submitted the highest bid (“Winning Bid Amount”) shall be deemed the Contingent Winner (“Contingent Winner”) and shall have three days from the Auction Closing to pay the Winning Bid Amount.
6. **NOTIFICATION** On March 1, 2018, no later than 5:00 PM MST, the highest Bidder will be notified through the phone number and email provided in the entry. Sponsor shall have no liability for Contingent Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for Bidder’s provision of incorrect or otherwise non-functioning contact information. If Contingent Winner cannot be contacted, is ineligible, fails to claim the Prize within two (2) days from the time the notification is given, Prize may be forfeited.
7. **SELECTION:** Upon the closing of the Auction and determination of the Contingent Winner, Contingent Winner must, at Contingent Winner’s sole expense:
  - a. Provide to Sponsor, within 48 hours of notification, proof of passport valid through 2019.
  - b. Provide to Sponsor, within seven days, information sufficient to add Contingent Winner to Medical Evacuation Insurance, as required by Sponsor and the government of Greenland. Payment shall be required immediately upon Sponsors’ final approval of Contingent Winner to be an Expedition Traveler.
  - c. Provide to Sponsor, within seven (7) calendar days, a letter from Contingent Winner’s doctor certifying Contingent Winner is in sufficiently good health to complete Expeditions 7 Greenland.
  - d. Within ten (10) calendar days, at a date and time mutually agreeable to Contingent Winner and Gregory Miller, travel to Salt Lake City, Utah to interview with the Expeditions 7 Greenland Committee.

- e. Within ten (10) calendar days review and agree to execute, prior to traveling: (1) a waiver releasing Sponsor and all participants or participating entities from any and all liability including, from injury or death, during or arising from Expeditions 7 Greenland; (2) a contract governing rules, best practices and morality during Expeditions 7 Greenland; and (3) a media release authorizing use of Contingent Winner's name, likeness and all photos, video or other media captured in relation to Expeditions 7 Greenland. Such media release shall also grant an irrevocable license to such photos, videos and other media. Copies of such contract(s) described in paragraph 7(e) can be found at <http://www.landcruiserhm.com/>.

If, after the interview in Gregory Miller's sole discretion, the Contingent Winner is determined to not be a good fit with the Expeditions 7 Greenland team, the Contingent Winner shall be notified in writing of the same and the Contingent Winner's opportunity to participate in Expeditions 7 Greenland shall be terminated. In such case Contingent Winner's reasonable travel costs to Salt Lake City will be reimbursed and Winning Bid Amount will be refunded within seven (7) business days. Other than those specifically described above no costs or expenses incurred by Contingent Winner relating to the selection process or preparation for Expeditions 7 Greenland shall be reimbursed. In this case, the next highest Bidder from the Auction shall become the Contingent Winner and the process shall repeat until an Expedition Traveler is identified. If no Expedition Traveler is identified prior to April 1, 2018 no Prize shall be won.

If, after the interview in Gregory Miller's sole discretion, the Contingent Winner is determined to be a good fit with the Expeditions 7 Greenland team, **AND** Contingent Winner has cleared the contingencies described by paragraphs 7(a) – 7(c), the Contingent Winner shall be notified, in writing, of their approval as an Expedition Traveler.

8. **EXPEDITION TRAVELER REQUIREMENTS:** In addition to the requirements described by 7(a) – 7(c) above, the Expedition Traveler must: (1) complete crevasse rescue training with the Expeditions 7 Greenland team at the Land Cruiser Heritage Museum, including paying all expenses to attend such training; and (2) pay and make arrangements for all personal equipment and travel to and from Greenland, arriving April [14](#), 2018 and departing May [11](#), 2018.
9. **WARRANTY:** Sponsor, nor its agents or affiliates, assumes any responsibility or liability for damages, losses, or injury resulting from the Prize or the Expedition. SPONSOR EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANDISE OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OFFERED BY SPONSOR WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

10. **DISCLOSURE:** Entry constitutes permission to disclose any provided information in an effort to comply with legally required disclosure, and/or for promotional and commercial purposes, except where prohibited by law.
11. **TERMS & CONDITIONS:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Auction or Expedition should virus, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control, corrupt or affect the administration, security, fairness, or proper conduct of the Auction or Expedition. Donation and other monies provided by the Contingent Winner or Expedition Traveler are non-cancelable or non-refundable at any time for any reason.
12. **AGREEMENT TO RULES:** By participating, Bidder, Contingent Winner and Expedition Traveler agrees to have affirmatively reviewed, accepted, and agreed to all of the Official Rules and agrees to fully consent and be unconditionally bound by these Official Rules, and represents and warrants to meet the eligibility requirements. In addition, the Bidder, Contingent Winner and Expedition Traveler agrees to accept the decisions of Sponsor as final and binding as it relates to the content of this Auction. Any violation of these Official Rules by the Bidder, Contingent Winner or Expedition Traveler will result in disqualification and all privileges will be immediately terminated.