



Catalina Express 40th Anniversary Sweepstakes (“Sweepstakes”)

Official Rules

Catalina Express 40th Anniversary Prize

Each package includes two (2) round-trip transportation tickets aboard Catalina Express expiring August 25, 2022, excluding holidays. Tickets are valid Monday – Thursday. Subject to taxes (\$6 round-trip, per person) from Long Beach, San Pedro or Dana Point to Avalon or Two Harbors, Catalina Island. Taxes are subject to change based on the City of Avalon wharfage fee. Valid for general seating only. Subject to availability. Catalina Channel Express is the sponsor of the Sweepstakes and will be henceforth referred to as Sponsor. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

Eligibility and Restrictions: No payment of Purchase is necessary to enter. Void where prohibited. Open to everyone 18 years of age or older with a valid email address at the time of entry. Entrants must be present in the United States at the time they enter the sweepstakes online. The winner will be required to have photo identification, Driver’s license, Government ID or passport. The sweepstakes is subject to all applicable federal, state, and local laws and regulations. Employees of Sponsor and their respective officers, directors, employees, agents and members of their immediate family (defined as spouse, children, parents, in-laws, siblings and/or members of a same household) are not eligible. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. There are no refunds, no cash redemption and the prize is non-transferable.

Timing: All entries must be received between July 15, 2021 at 8:00am PT to August 24, 2021 at 11:59 pm PT (the “Promotion Period”) to be eligible to win the prize. One winner will be selected per day and entrants can enter once a day. Administrator’s computer is the official time-keeping device for the sweepstakes.

How to Enter: To enter, entrants must fill out the required form fields on the Sweepstakes landing page. You automatically will receive one (1) entry into the sweepstakes. Entries can be received every day starting July 15, 2021 through August 24, 2021. The winner is selected from the list of entries from that previous day. A new list of entries will be downloaded daily. Limit one entry per person or email address per day. Multiple entrants are not permitted. Any attempt by any entrant to obtain more than one (1) entry will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Late and/or subsequent entries per person, per household, per email address and/or username will be disqualified.

Sponsor reserves the right, at their sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the sweepstakes, and to select the winner from eligible entries received prior to the modification or termination of the sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name is registered to the email.

Sponsor is not responsible for failure to receive an entry for any reason including but not limited to submission and/or transmission failures, technical malfunctions and/or other conditions beyond their reasonable control.

Sweepstakes: The winner will be randomly selected daily through the Sweepstakes time period via the use a random selection tool, Random.org. The potential winner will be notified by email. If a potential winner of the prize cannot be contacted within 48 hours 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, Catalina Express will award the applicable prize to an alternate winner. If one (1) alternate winners does not claim the prize, it will remain unawarded. The winner is responsible for all federal, state and local taxes. Any other expenses or taxes not specified herein are the responsibility of the winner, including airfare and ground transportation, meals, gratuities and personal expenses.

Publicity: Entry into the sweepstakes constitute and signify each entrants' agreement and consent that Sponsor may add the entrant's contact information to a marketing and sale's email list to receive future information about opportunities and promotions, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

General: By entering, entries agree: (1) to release Sponsor and its agents from all liability, loss or damage arising out of their participation in the sweepstakes and with respect to their acceptance and use/misuse of the sweepstakes (2) to be bound by these Official Rules (3) that the Sponsor's decisions are final and binding on all matters relating to the sweepstakes.

All entrants agree that United States law shall apply exclusively to the sweepstakes and that any dispute with respect to the sweepstakes shall be resolved in either the federal or state courts located in the State of California, and no other jurisdiction.

If for any reason the Internet portion of this sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the sweepstakes, and Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction of or unauthorized access to, or alteration of entries. Sponsor reserves the right, at their sole discretion, to disqualify any individual who tampers with the entry process or otherwise attempts to damage or override the sweepstakes. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email, or entry to be received by Sponsor on account of technical problems, human error, or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this sweepstakes. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the sweepstakes is a violation of criminal and civil laws and should such an attempt be made. Sponsors reserve the right to seek relief against any such entrant to the fullest extent permitted by law.

Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor and their directors, officers, employees, agents, successors and assigns from any damage, injury, death, loss or other liability that may arise from winner's participation in this sweepstakes or the awarding, acceptance, use, misuse or malfunction of the prize.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the sweepstakes; (4) technical or human error which may occur in the administration of the sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded.