

December 2024 Ensemble Holiday Sales Challenge Terms and Conditions

These terms and conditions (the “**T&C**”) shall govern the December 2024 Ensemble Holiday Sales Challenge (the “**Challenge**”) for the Awards (as defined below). All participants in the Challenge (each, a “**Participant**”) are subject to the terms and conditions contained herein. The sponsors for this Challenge are Ensemble Travel, Inc. and Ensemble Travel Ltd. (together, “**Ensemble**”).

KEY DATES

The Challenge will begin at 12:01am EST on December 10, 2024 and will close at 11:59pm EST on December 31, 2024 (the “**Challenge Period**”).

ELIGIBILITY FOR PARTICIPATION

The Challenge is only open to the following Participants:

- **Eligible Advisors.** Individuals who are natural persons, and not agencies, corporations, partnerships or other non-natural persons (“**Eligible Advisors**”, and each an “**Eligible Advisor**”) that are:
 - (i) at least 18 years of age or older or the age of majority in their state or province of residence prior to the start of the Challenge Period;
 - (ii) individual travel advisors who are authorized to participate in the Ensemble travel consortium and access consortium benefits through a member of Ensemble (a “**Member**”) in accordance with the applicable membership agreement between such Member and Ensemble (including for greater certainty as an individual travel advisor that is affiliated with a travel agency that is authorized to participate in the Ensemble travel consortium and access consortium benefits through a Member (an “**Affiliated Agency**”));
 - (iii) not prohibited from participating in the Challenge by law or by internal policy;
 - (iv) not employees, shareholders, officers, or directors of Ensemble; and
 - (v) not officers, employees or representatives (including anyone elected, nominated, or appointed to be an officer, employee, or representative) of any national, state, regional, or local government, government agency or department, or state owned-entities (each, a “**Government Official**”) or anyone otherwise acting in an official capacity on behalf of a Government Official.

Ensemble reserves the right to determine whether an Eligible Advisor meets the eligibility criteria for participation in the Challenge in its sole and absolute discretion. All Ensemble’s decisions on eligibility are final and binding. This Challenge is void where prohibited by law. By participating in the Challenge you agree that, to the extent legally permitted, Ensemble has the right, if you are an Award Winner (as defined below), to use and publicly disclose your name, municipality of residence, image, photograph and likeness as an Award Winner in any means required by the terms of the Challenge and/or that Ensemble considers appropriate for the purposes of administering or promoting the Challenge without notice, review or approval or additional compensation to you.

HOW TO ENTER

Eligible Advisors. Eligible Advisors may enter the Challenge by submitting all required information on their Eligible Bookings to Ensemble using the following submission [form](#) (the “**Form**”). Eligible Advisors are required to make a Form submission (the “**Submission**”) for each unique Eligible Booking that they make. Each Submission pertaining to a unique Eligible Booking received by Ensemble during the Challenge Period by an Eligible Advisor that contains all required and accurate information shall be considered an “**Entry**” in the Challenge (and such Eligible Advisor shall be considered an “**Entrant**”). There is no limit to the number of Entries that an Eligible Advisor may make, provided that all Entries for Eligible Bookings are only valid if received by Ensemble during the Challenge Period. For greater

certainty, Submissions that are received by Ensemble outside of the Challenge Period, even if they relate to Eligible Bookings made within the Challenge Period and otherwise meet the requirements set out in these T&C, shall not be considered valid Entries and shall be excluded for the purpose of determining eligibility for an Award. Proof of submission will not be deemed to be proof of receipt by Ensemble.

“Eligible Booking” means a new made and deposited booking that meets all of the following criteria:

- is a FIT booking with Norwegian Cruise Line (the **“Supplier”**) for the Supplier cruise itineraries (ship, sailing date, destination) that are specified [here](#);
- is a booking for resident(s) of the United States or Canada;
- has a unique booking number;
- represents a booking for one cabin;
- is booked within the Challenge Period;
- is not booked for the Eligible Advisor’s own travel and/or immediate family;
- is booked solely by the Eligible Advisor;
- is booked using its associated Member’s ARC number, IATA number, CLIA number, or other number specified by Supplier;
- references the phone number of an Affiliated Agency in the applicable booking;
- is a booking for which Ensemble receives 100% of the credit from the Supplier; and
- is not cancelled prior to December 31, 2024.

Group bookings shall not be considered Eligible Bookings. In addition, for greater certainty, a booking shall not be an Eligible Booking if it was booked prior to the Challenge Period and then subsequently updated or modified during the Challenge Period (for example to add or remove cabins, or change to a different qualifying cruise itinerary) or if a booking was booked prior to the Challenge Period, and then subsequently cancelled, and then re-booked during the Challenge Period. Eligible Bookings shall be verified by Ensemble with Supplier, and each Eligible Advisor specifically authorizes Ensemble to provide any information required to Supplier, including information provided by Eligible Advisor in the Submission, to verify the Eligible Bookings. In the event that Ensemble requires additional information about an Eligible Booking in order to verify such booking with the Supplier, Eligible Advisor agrees to provide all required information, or the applicable Entry shall be voided.

AWARD

There are twenty-eight (28) Awards available to be earned by Eligible Advisors as follows:

- Twenty-five (25) \$500 USD cash awards (each, an **“Early Bird Award”**);
- One (1) \$1,000 USD cash award (the **“Bronze Award”**);
- One (1) \$1,500 USD cash award (the **“Silver Award”**); and
- One (1) \$5,000 USD cash award (the **“Gold Award”**).

The Early Bird Award, Bronze Award, Silver Award, and Gold Award are collectively **“Awards”** and each, an **“Award”**).

The total approximate retail value of all Awards is \$20,000 USD.

HOW TO EARN AN AWARD

Eligible Advisors may be eligible to receive an Award as follows:

1. **Early Bird Award.** The first twenty-five (25) Eligible Advisors who are the first to (i) make an Eligible Booking and (ii) submit an Entry in respect of such Eligible Booking, shall each be eligible to receive an Early Bird Award. An Eligible Advisor shall not be eligible to receive more than one

Early Bird Award. By way of example, if the first twenty-eight (28) Entries in respect of Eligible Bookings were submitted by twenty-five (25) Eligible Advisors, with one Eligible Advisor making four (4) Entries in respect of four unique Eligible Bookings, then the Eligible Advisor with the four (4) Entries shall only be entitled to receive one Early Bird Award (i.e. one \$500 USD cash award). In Ensemble's sole and absolute discretion, it may elect to award the Early Bird Awards to those Eligible Advisors who were the first to make an Eligible Booking in the Challenge Period and waive the requirement that the Eligible Advisor be the first to Submit the Form as well as make the Eligible Booking.

2. **Bronze Award.** The Eligible Advisor whose Entries, in aggregate, represent the third-highest number of Eligible Bookings among all Entrants, shall be eligible to receive the Bronze Award.
3. **Silver Award.** The Eligible Advisor whose Entries, in aggregate, represent the second-highest number of Eligible Bookings among all Entrants, shall be eligible to receive the Silver Award.
4. **Gold Award.** The Eligible Advisor whose Entries, in aggregate, represent the highest number of Eligible Bookings among all Entrants, shall be eligible to receive the Gold Award.

For greater certainty, the Eligible Bookings will be measured against the number of cabins booked, not the number of total cabin room days for the purpose of determining who is eligible for Gold Award, Silver Award, or Bronze Award, as applicable.

In the event that there are one or more ties among Entrants in respect of the total number of Eligible Bookings for which he/she has submitted an Entry during the Challenge Period, the Awards shall be made based on which Entrant was the first to achieve (and Submit) the highest, second-highest or third-highest number of Eligible Bookings.

An Eligible Advisor may receive both: (a) one (1) Early Bird Award and (b) one (1) Bronze Award, one (1) Silver Award, or one (1) Gold Award. An Eligible Advisor is prohibited from receiving (x) more than one Early Bird Award and/or (y) more than one of: Bronze Award, Silver Award or Gold Award.

AWARD WINNER NOTIFICATION & VERIFICATION

ELIGIBLE ADVISORS WHO ARE IDENTIFIED AS ELIGIBLE TO RECEIVE AN AWARD IN ACCORDANCE WITH THE TERMS ABOVE (THE "**POTENTIAL WINNERS**") ARE SUBJECT TO VERIFICATION BY ENSEMBLE, INCLUDING BY VERIFICATION WITH SUPPLIER. ENSEMBLE'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNERS AND OTHER MATTERS RELATED TO THE CHALLENGE. ENSEMBLE MAY IN ITS SOLE DISCRETION ELECT TO WAIVE STRICT ENFORCEMENT OF ANY TERM IN THESE T&C, IN ALL OR IN PART, INCLUDING WITHOUT LIMITATION IN ORDER TO ENSURE THAT THE CHALLENGE IS ADMINISTERED FAIRLY AND EQUITABLY. A POTENTIAL WINNER IS NOT A WINNER OF ANY AWARD UNLESS AND UNTIL A POTENTIAL WINNER'S ELIGIBILITY AND COMPLIANCE WITH THESE T&C HAVE BEEN VERIFIED AND POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

The Potential Winners will be notified by Ensemble by email and/or phone between January 15, 2025 and about February 28, 2025 (the "**Notification**"). Within 7 days of the Notification (or such other longer period as is set out in the Notification), each Potential Winner must:

- reply to the Notification indicating their acceptance of the Award;
- provide or complete any additional paperwork, including without limitation any liability, publicity (where permitted by law), tax forms, and other consents, releases and/or other documentation (the "**Paperwork**") as reasonably required by Ensemble, or as required by applicable law;

- provide wire transfer information, EFT, or other financial information requested by Ensemble in order to make payment of the Award (if applicable); and
- otherwise be eligible to receive the Award and comply with the T&C in Ensemble's sole discretion.

After receipt of the required information from the Potential Winner, verification of any Paperwork by Ensemble, and confirmation of eligibility in all other respects by Ensemble, a Potential Winner shall be confirmed as an Award winner (an "**Award Winner**") and will be notified that they have been so confirmed as an Award Winner by Ensemble.

In the event the Notification is returned as undeliverable, Potential Winner fails to respond to the Notification within 7 days of Ensemble's Notification with their acceptance, does not provide the requested Paperwork, or if it is determined by Ensemble, in its sole discretion, that a Potential Winner is not eligible or disqualified in accordance with these T&C, then Ensemble may disqualify the Potential Winner from receiving the Award, and may elect to, in its sole and absolute discretion either: (i) not make the Award to any other Potential Winner; or (ii) elect to distribute the Award in any manner it determines as equitable.

AWARD RESTRICTIONS

All Awards are non-transferable, non-assignable and no substitutions are permitted except in Ensemble's sole discretion or as otherwise provided herein. Ensemble reserves the right to substitute an Award of equal or greater value. Additional terms and conditions on use may apply to the Award and it is Award Winner's sole responsibility to familiarize themselves and comply with such terms and conditions. The value associated with the Award may be taxable as income and the Award Winner is solely responsible for any taxes, including, but not limited to all applicable federal, state/provincial and local taxes that become due with respect to the value of the Award.

CONDITIONS AND RELEASES

Each Participant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these T&C and the decisions of Ensemble, which are binding and final in all matters relating to this Challenge; (b) defend, indemnify, release and hold harmless Ensemble, its Affiliates, and each of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "**Released Parties**") from and against any and all claims, expenses, losses, damages, and liability, including without limitation negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entry, creation of an Entry or submission of an Entry, participation in the Challenge, use or misuse of any website or platform, acceptance, possession, defect in, delivery of, inability to use, use or misuse of the Award, or any portion thereof and/or the broadcast, exploitation or use of Entry. Released Parties are not responsible if the Award, or any portion thereof, is delayed, postponed or canceled for any reason, in which event that portion of the Award is forfeited in its entirety and no substitution will be provided except as in Ensemble's sole discretion. Award Winner acknowledges that all Awards are awarded as-is, without warranty, representation or guarantee, express or implied, in fact or in law of any kind. "**Affiliate**" means any entity that directly or indirectly controls or is controlled by, or is under common control with Ensemble. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting or equity interests of a party.

PUBLICITY

Except where prohibited or restricted by law, Award Winner's acceptance of the Award, or any portion thereof, constitutes the Award Winner's agreement, permission and consent for Ensemble, its Affiliates, and any of their designees to use and/or publish Award Winner's full name, city and state or province of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical

information (in whole or in part), address and/or statements made by Award Winner regarding the Challenge or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Ensemble or its Affiliates in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

GENERAL CONDITIONS

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any Award to a Participant, with regard to: (a) Entries that contain inaccurate information or do not comply with or violate these T&C; (b) Entries, Award claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Participants who have committed fraud or deception in entering or participating in the Challenge, or claiming the Award; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Award Winner to accept all or part of the Award for any reason; (f) if an Award cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Ensemble's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Award or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Award or resulting from participating in this Challenge or any promotion or Award related activities. Ensemble reserves the right, in its sole discretion, to disqualify any individual or person it finds to be (w) tampering with the Entry process or the operation of the Challenge, or with any website promoting or required to deliver or administrate the Challenge; (x) acting in violation of these T&C; (y) acting in an unsportsmanlike, unethical, illegal, or disruptive manner, or annoying, abusing, threatening or harassing any other person (or acting with the intent to do any of the foregoing) or engaging in any unethical or illegal sales or business practices or (z) using any robotic or automated device in connection with participation in the Challenge.

Ensemble reserves the right to suspend, modify or cancel the Challenge or these T&C before the end of the Challenge Period. In the event the Challenge is canceled, all Entries into such will be deemed null and void, no winners will be selected, and no Awards will be delivered. Ensemble reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these T&C, to the extent necessary, for purposes of verifying compliance of any Eligible Advisor, or Entry with these T&C, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Ensemble, affects the proper administration of the Challenge as contemplated in these T&C.

LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Eligible Advisors, printing errors or by any of the equipment or programming associated with or utilized in the Challenge; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, Internet services or network hardware or software (including any technical failures caused by, due to, or in respect of, third parties); (c) unauthorized human intervention in any part of the entry process or the Challenge (d) technical or human error or negligence in the administration of the Challenge or the processing of Entries; (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant' participation in the Challenge or receipt or use or misuse of any Award by Award Winner. No more than the stated number of each Award will be awarded. The Released Parties are not responsible if any Award cannot be awarded or fulfilled due to travel or event cancellations, unavailability of a celebrity, delays, interruptions due to Acts of God, acts of war, natural disasters, weather, or terrorism or other circumstance beyond Released Parties' control.

DISPUTES

Except where prohibited by law, Participants agree that: (a) any and all disputes, claims and causes of

action arising out of or connected with the Challenge, or any Awards awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any Awards awarded, shall be resolved exclusively by the courts of Toronto, Ontario; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred up to a maximum of \$10.00 Canadian dollars, including costs associated with entering this Challenge, but in no event attorneys' fees; and (d) under no circumstances will Participants be permitted to obtain awards for, and Participants hereby waive all rights to claim, 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; and (e) Participants' remedies are limited to a claim for money damages (if any) and Participants irrevocably waive any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these T&C, or the rights and obligations of the Participants and Ensemble in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

WAIVER & SEVERABILITY.

A waiver by Ensemble of any term in these T&C does not constitute a waiver of any other provision. The invalidity or unenforceability of any provision of these T&C 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, to the extent invalid, unenforceable and/or illegal, such provision(s) shall be deemed omitted and the remaining provisions will continue in full force and effect and be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law.

PRIVACY STATEMENT

Ensemble is committed to protecting your privacy. Personal information collected will be handled in accordance with Ensemble's [Privacy Policy](#), and used for purposes that include, but are not limited to administer the Challenge, notify the Award Winner, administer Awards, and for any other use contemplated in these T&C.