

Viking River Cruise Sweepstakes
with the Los Angeles Philharmonic
Official Rules

1. Eligibility: This promotion is for a sweepstakes for one (1) cruise certificate for an eight (8) day Viking River Cruise for two (2) people. This sweepstakes (the “Promotion”) is open only to legal residents of the state of California who are at least eighteen (18) years old or the age of majority in their jurisdiction of residence at the time of entry, whichever is greater. There is no purchase necessary to enter or win. Employees of the Los Angeles Philharmonic Association, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. The Promotion consists of a sweepstakes (the “Sweepstakes”), where there will be one (1) winner and will consist of one (1) cruise certificate for an eight (8) day Viking River Cruise for two (2) people. Winner will be chosen at random on or around December 8, 2023, and the potential winner will be notified via email.

2. Sponsor: Los Angeles Philharmonic Association (“Administrator”), 151 S Grand Avenue, Los Angeles, CA 90012.

3. Timing: The Promotion begins on July 21, 2023, 2:00pm PT and ends on November 30, 2023, 11:59pm PT (“Entry Period”). Administrator’s computer is the official time keeping device for this Promotion.

4. How to Enter: During the Promotion Period, constituents who have received the Viking River Cruise Promotion email or mailer can enter automatically by either joining as a Friend of the LA Phil using the vanity link contained in the Promotion email or QR code in the Promotion email or mailer, or by manually completing the Sweepstakes entry form attached to the Promotion email and mailer. If mailing your entry in, please hand print your name, complete address, daytime and evening telephone numbers (area code included) and date of birth and mail entry in a properly stamped envelope to Viking River Cruise Sweepstakes at 151 S. Grand Avenue, Los Angeles, CA 90012. Entries must be postmarked and received by December 7, 2023 to be eligible. Limit one (1) entry per person, per email address and per household for the duration of the Entry Period regardless of method of entry. Multiple entries received from any person or email address or household after the first entry received from that person or email address or household will be void. NO DONATION OR PURCHASE NECESSARY TO ENTER.

5. Sweepstakes: Administrator’s decisions as to the administration and operation of the Promotion and Sweepstakes and the selection of the potential winner(s) is final and binding in all matters related to the Promotion. Administrator will randomly select one (1) Sweepstakes winner from all eligible entries on or around December 8, 2023.

6. WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AS SWEEPSTAKES WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. Verification of Potential Winner: Potential winner will be notified by email and may be required to execute and return an affidavit of eligibility and a liability/publicity release. If such documents are not returned within the specified time period, prize will be forfeited and, at Administrator's sole discretion, an

alternate winner selected and Administrator will have no further obligation and/or liability in connection therewith. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Winner will be given redemption instructions upon verification of their winning the prize. If a potential winner of the prize cannot be contacted, a prize or prize notification is returned as undeliverable, and/or a potential winner fails to follow the redemption instructions, such potential winner forfeits the prize and Administrator will have no further obligation and/or liability in connection therewith. There will be no substitutions given. In the event that the potential winner is disqualified for any reason, Administrator, at its sole discretion, may award the applicable prize to an alternate potential winner by random selection from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules.

8. Prize: One (1) prize will be awarded consisting of one (1) cruise certificate for an eight (8) day Viking River Cruise for two (2) people.

For All Prizes: Winner may not substitute, assign or transfer prize or redeem prize for cash. Administrator reserves the right, at its sole discretion, to substitute prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is solely responsible for all taxes and fees associated with prize receipt and/or use, if provided. [TOTAL ARV OF PRIZE: \$10,000 USD]. Actual prize value may vary based upon location of winner's residence and/or point of departure. Any difference between stated value and actual value will not be awarded. Winner and guest must travel together on the same itinerary. Travel must be completed by December 31, 2024, and reservations must be made within 120 days prior to departure. Travel is subject to availability. Certain blackout dates and travel restrictions may apply. Guest must be of legal age of majority in their jurisdiction of residence (and at least 18), unless the child or legal ward of winner and must sign a liability release prior to travel. If guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Travel must be made through Viking directly as set forth on the prize. All federal, state and local taxes and other costs associated with prize acceptance and use not specified herein as being provided including transportation, airfare, transfers, hotels, meals, souvenirs, travel documents, gratuities and any other costs associated with travel and this Sweepstakes are the sole responsibility of winner.

9. Release: By receipt of any prize, winner agrees to release and hold harmless the Los Angeles Philharmonic Association, Viking and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize, including any travel and activity related thereto.

10.Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Administrator's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration to winner.

11.General Conditions: At its sole discretion, Administrator reserves the right to cancel, suspend and/or modify the Promotion or Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Administrator reserves the right to seek damages from any such

person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or email, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or 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. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by other entrants or site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. The Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website and/or the QR code. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Administrator will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Administrator reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Administrator. Entrants, by participating, agree that the Released Parties will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate California State Court located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' or witness' fees or any other costs or penalties; 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, documented, reasonable and non-refundable out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The maximum liability of Administrator shall not exceed the actual, documented, reasonable and non-refundable out-of-pocket expenses of claimant. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

14. Entrant's Personal Information: Information collected from entrants is subject to the Administrator's Privacy Policy at <https://www.laphil.com/terms-of-use>

15. Winner's List: For the names of the winner (available after December 8, 2023), send a self-addressed stamped envelope to Viking River Cruise Sweepstakes, 151 S. Grand Ave., Los Angeles, CA 90012.

