

EVERYTHING EXPERIENCE CONTEST

OFFICIAL RULES

The Everything Experience Contest (the “Contest”) begins at 12:01 a.m. EST on May 20, 2010 (the “Contest Start Date”) and ends at 11:59 p.m. EST June 11, 2010 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by Explorica, Inc. (the “Contest Sponsor”). The Contest is only open to legal residents of Canada (excluding Quebec).

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participants may enter the Contest by participating in any international educational tour operated by Contest Sponsor between January 1, 2008 and December 31, 2009 and submitting a short essay of at least 100 words (the “Essay”) describing a moment or experience on an Explorica educational tour which showcases how the tour impacted his/her life. Participants may submit their Essay by following the following steps:

(a) Visit the Contest Sponsor’s Everything Experience Facebook Discussion Group at <http://www.facebook.com/topic.php?topic=14581&uid=8562265158>. In order to post to this page, participants must be logged into their personal facebook account and click on the “like” button. All entrants and entries are subject to the terms and conditions associated with creating and maintaining a Facebook account as well as the Facebook privacy policy, which are at the sole discretion of Facebook and can be found at www.facebook.com/privacy/explanation.php. The Contest is open to existing Facebook account holders as well as new account holders.

(b) Follow the instructions on this site to submit your Essay of 100 words or more describing the moment or experience on tour when your life was impacted. You may be required to submit additional contact information.

No more than one Essay may be submitted by any participant. The Contest Sponsor reserves the right to disqualify any participant who submits more than one Essay, in Contest Sponsor’s sole discretion. Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. No illegible, incomplete or forged entries will be accepted. All entries become the property of the Contest Sponsor and will not be returned. By participating in the Contest, you hereby assign, and will assign, to Contest Sponsor all of your right, title and interest in the Essay. For clarity and without limitation, Contest Sponsor may reproduce, modify, display and otherwise use the Essay for promotional purposes in any medium without additional compensation.

2. PRIZES:

A total of seven (7) prizes will be awarded in Canada (excluding Quebec) consisting of:

First Place

\$500 Amazon.com® gift card

Five Honorable Mentions

\$100 Amazon.com® gift card (each)

Odds of winning are solely dependent on the total number of eligible entries received by the Contest End Date. The total retail value of all prizes is \$1000. Allow 3-4 weeks after validation of arrangement for receipt of prize. Only one First Place prize, one Second Place prize, one Third Place prize, and four Honorable Mention prizes will be awarded. The winners (or if they are a minor, their parent or legal guardian) will be solely responsible for all other expenses not specifically set forth herein. The Contest Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners (or if they are a minor, their parent or legal guardian) may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners (or if they are a minor, their parent or legal guardian).

3. ELIGIBILITY:

Participant Eligibility. The Contest is only open to legal residents of Canada (excluding Quebec) who are at least thirteen (13) years of age at the time of entry and who have participated in an Explorica educational tour between January 1, 2008 and December 31, 2009. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, provincial and municipal laws and regulations.

Essay Eligibility. Essays that are submitted in connection with the Contest will only be eligible if such Essays (a) describe a true and accurate experience from an Explorica educational tour in which the entrant participated in between January 1, 2008 and December 31, 2009, (b) are 100 words or more, (c) are submitted during the Contest Period, (d) contain only the original content of the participant; (e) do not contain content that is unlawful, hateful or obscene; and (f) where an Essay contains references to or personal information about (an) identifiable person(s) (other than the entrant), the entrant must provide evidence to the Contest Sponsor, to be judged in its sole discretion, that consent (or if they are a minor, their parent or legal guardian's consent) to reference the other person(s) and publically reproduce such information has/have been obtained, in the Contest Sponsor's sole discretion. The Contest Sponsor will consider only those Essays that meet all of these criteria, in the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in its sole discretion, to disqualify Essays which Contest Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.

4. SELECTION OF WINNERS:

The Contest Sponsor will select the winning Essays from among all eligible entries on June 15, 2010. The Contest Sponsor will judge the Essays based on significance of content, originality, creativity, and overall presentation, among such other criteria as Contest Sponsor may consider in its sole discretion. Winner selection shall be made in the Contest Sponsor's sole and absolute discretion.

The winners will be notified by e-mail using the information provided when the participant signed up for the Contest Sponsor's educational tour, within 14 days of the date the winners are selected. Such notification shall include instructions for proper acceptance of the prizes by the winners. Each winner will be required to provide a picture or image of himself or herself from the applicable Explorica educational tour and may be required to answer additional follow-up questions from the Contest Sponsor. In the event a winner does not accept a prize, a winner is ineligible or otherwise fails to comply with these Official Rules, or the prize or prize notification is not deliverable, an alternate winner may be selected from among all remaining eligible entries according to the judging criteria outlined above. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners (or if they are a minor, their parent or legal guardian) agree to Contest Sponsor's use of their name, address, likeness, submitted image, and prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where a winning entry contains references to or personal information about (an) identifiable person(s) (other than the entrant), the winning entrant must provide evidence to the Contest Sponsor, to be judged in its sole discretion, that consent (or if they are a minor, their parent or legal guardian's consent) to reference the other person(s) and publically reproduce such information for promotional purposes in any medium without additional compensation to the extent permitted by law has/have been obtained. Where lawful, the winners may be required to sign and return a Declaration and Release of Liability. If a winner is below the age of majority in the Province or Territory in which he/she resides, the entrant's parent or legal guardian will be required to sign the Declaration and Release of Liability.

5. **CONDITIONS:** The Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other

malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. By participating in the Contest, participants and winners (or if they are a minor, their parent or legal guardian) agree to release, discharge and hold harmless the Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, divisions, subsidiaries, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Contest shall be governed by Massachusetts law. By participating in this Contest, participants agree that Massachusetts courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in Boston, Massachusetts.

6. **WINNERS LIST:** The Contest winners and a copy of these Official Rules will be available on-line at www.explorica.com on June 25, 2010, and for 90 days thereafter.

7. **CONTEST SPONSOR:**

*Explorica, Inc.
Everything Experience Contest
145 Tremont St., 6th Floor
Boston, MA 02111*

8. **NOTICE:** The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

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