

Take Me Fishing #MothersDay MakingWaves Instagram Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

SPONSOR: This sweepstakes is sponsored by The Recreational Boating & Fishing Foundation (“Sponsor”).

ELIGIBILITY: The Take Me Fishing #MothersDay MakingWaves Instagram Giveaway (the “Sweepstakes”) is open only to legal adult residents of the 50 United States (including District of Columbia but excluding residents of Rhode Island) who are 21 years of age or older as of May 1, 2019. Sponsor and its parent companies, affiliates, franchisees, sales representatives, distributors, agents, and vendors involved with this promotion, and the immediate family and household members of all such individuals, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

TIMING/ENTRY LIMITS: The Sweepstakes begins on May 6, 2019, or when the Sponsor’s social media partner posts their public giveaway post (“The Post”) to their Instagram page and ends at 11:59 p.m. Eastern Time on May 12, 2019 (the “Entry Period”). All entries must be received before the end of the Entry Period to be eligible. Any person attempting to submit entries on behalf of a group, to submit more than one entry, or to submit entries in any manner that otherwise violates these rules will be ineligible to participate or to receive the grand prize. Sponsor’s computer clock is the official timekeeper for the Sweepstakes, and entries are not valid until the information is received by the Sponsor’s computer or device.

HOW TO ENTER: During the Entry Period, follow The Recreational Boating & Fishing Foundation’s official Instagram account at @take_me_fishing, then reply in the comments section of The Post with hashtags #MothersDay #WomenMakingWaves. Only one entry per user will be allowed.

By entering, you agree that any information collected in connection with the Sweepstakes may be used by Sponsor for the intended purpose outlined herein. All entry information must be manually keystroked by the entrant and include a valid social media account. In the event of a dispute as to the identity or eligibility of a winner based on the social media account, or if more than one person uses the same account, the winning entry will be determined to be the “Authorized Account Holder” of the account submitted at the time of the entry, unless agreed otherwise by Sponsor. The “Authorized Account Holder” is the person to whom Instagram or the applicable Internet service provider has assigned the account. We expressly reserve the right to disqualify any entries that we believe in good faith are generated by an automated

program or via scripts or via any other means that are fraudulent or not allowed by these Official Rules. By participating, all entrants agree to abide by these Official Rules.

Normal time, toll, connection and usage rates, if any, charged by your Internet Service Provider will apply. All submitted materials become the property of Sponsor and will not be returned. Any posts or comments which are deemed to be inappropriate, offensive or inconsistent with these Official Rules in Sponsor's sole discretion or otherwise violate the terms of these Official Rules may be removed and the corresponding entry will be invalid and ineligible for a prize.

ENTRY REQUIREMENTS: All submitted materials become the property of Sponsor and may be shared and otherwise used as outlined herein by Sponsor. Any entry containing materials that are deemed inappropriate or offensive, in Sponsor's sole discretion, or otherwise violate the terms of these Official Rules, may be disqualified.

Entries must not contain material that: is inappropriate, indecent, or harassing; contains profanity or obscene content; is hateful; promotes violence or harm to another living creature; is otherwise offensive or inappropriate (as deemed by Sponsor in its sole discretion).

Entries must not contain advertisements, personal or commercial solicitations.

Entries must not promote any political agenda or party.

Entries must not include advertisements or promote any brand or product owned by entity other than Sponsor.

Entries must be in keeping with Sponsor's image and not contain any material that could reflect negatively on the name, reputation or goodwill of Sponsor, its subsidiaries or affiliates.

Entries must not violate or encourage the violation of any law, rule or regulation.

Entries must comply with applicable rules established by Instagram.

GRAND PRIZE: At the end of the Entry Period, all valid entrants will be eligible for a grand prize, and one (1) grand prize will be awarded at random to one (1) individual.

The Grand Prize: One (1) "Making Waves" t-shirt (Approximate retail value: \$25).

Any taxes on a prize are the sole responsibility of the winner. Prizes are non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of the same approximate retail value. Prizes consist only of the items specifically listed as part of the prize. All travel and transportation costs are the responsibility of the winner, not the Sponsor. Certain conditions and restrictions may apply. All costs and expenses not specified herein, related to any prize or incurred by accepting the prize, are the sole responsibility of the winner. Odds of winning depend on the number of eligible entries received.

WINNER SELECTION: The potential grand prize winner will be chosen at random on or about May 13, 2019, from the eligible entrants who appropriately responded to The Post. The potential winner will be notified by direct message to the Instagram account used for the entry on or about May 13, 2019. Sponsor's social media partner will give instructions on how the potential winner should claim the grand prize. The potential winner must reply to the winner notification from the Sponsor's social media partner and include the potential winner's mailing address and email address within forty-eight (48) hours to become the official Sweepstakes winner.

If any notification or prize is returned as undeliverable, a requested response is not received by Sponsor in the required timeframe, or the original potential winner is deemed ineligible for any reason, the original potential winner will forfeit the prize in its entirety and an alternate winner may be selected. The potential winner may be required to complete and return an affidavit of eligibility, liability release, publicity release (if not prohibited by law), and any other necessary documents, including any required tax documents (collectively the "Documents"), within the time specified in the Documents or the prize will be forfeited in its entirety and an alternate winner may be selected. Award of prize and confirmation of winner is contingent upon potential winner's qualification and compliance with these Official Rules.

PUBLICITY RELEASE: Except where prohibited, participation in this Sweepstakes and acceptance of a prize constitutes entrant's and winner's consent that their name, likeness, posts, comments, voice and/or biographical data may be used in any medium for advertising and promotional purposes without limitation and without additional notice, compensation or consent.

LIABILITY LIMITATIONS: If for any reason the Sweepstakes is not capable of running as planned, including without limitation disruptions caused by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of God, factors beyond Sponsor's reasonable control, or any other cause that corrupts, affects or compromises the administration, security, fairness, integrity, proper conduct or intended play of the Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual that Sponsor deems responsible. In such situations, Sponsor further reserves the right, but shall have no obligation, to cancel, terminate, modify or suspend the Sweepstakes, and substitute an appropriate alternate method of prize award selection, including to award the prize from among all valid and eligible entries received up to the time the Sweepstakes was interrupted.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, destruction or unauthorized access to, or alteration of, entries, including any erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers or provider, computer equipment, software, failure of any email or entry to be received by Sponsor due to technical problems or traffic, congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or

downloading any materials in this Sweepstakes. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

LIABILITY RELEASE/INSTAGRAM ROLE: By entering, entrant agrees to accept and abide by the rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of a prize, shall be resolved by Sponsor, whose decisions shall be binding and final.

By participating, entrant agrees to release and hold harmless Sponsor, Instagram, related promotional retail partners and each of their respective parent companies, affiliates, subsidiaries, franchisees, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including but not limited to death or property damage due in-whole or in-part, directly or indirectly to the acceptance, use, or misuse of a prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

This Sweepstakes is in no way sponsored, endorsed, administered by or associated with Instagram. Entrants are providing their personal information to Sponsor, and not to Instagram. The information provided will only be used as indicated by the sponsor, and entrants have the ability to opt-out of further communications.

PRIVACY: Information entrants provide to Sponsor will be used to communicate with entrants regarding this Sweepstakes and otherwise as set forth in these Official Rules, as well as to contact entrants at a later date with respect to products or services that the Sponsor believes may be of interest to them. Entrants are providing information to Promoters. By submitting an entry, all entrants acknowledge and agree that the personal information that they have provided will be maintained on the Sponsor's server and/or the server of those responsible for administering the drawing, all in accordance with the Sponsor's Privacy Statements, which are modified from time-to-time, the current versions of which are available at www.takemefishing.org.

HOLD HARMLESS: By participating in the Sweepstakes, you agree to release and hold harmless the Promoters, and their employees, officers, affiliates, agents, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this Sweepstakes, including infringement of intellectual property rights.

DISPUTE RESOLUTION/CHOICE OF LAW: Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Minnesota without regard to conflicts of law principles. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class

action, exclusively by the appropriate federal or Minnesota State Court. Should there be a conflict between the laws of the State of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the State of Minnesota. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

WINNERS LIST: The name of the grand prize winner will be announced in the comments section of The Post following the end of the Sweepstakes.

SPONSOR: The Sweepstakes is sponsored by The Recreational Boating & Fishing Foundation, 500 Montgomery St., Ste. 300, Alexandria, VA 22314.

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