

West Marine Products Inc.
"Yeti Spring Giveaway"
Official Rules

NO PURCHASE NECESSARY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA AND PUERTO RICO 18 YEARS OF AGE OR OVER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. Sweepstakes Period:** The "Yeti Spring Giveaway" (the "Sweepstakes") begins on March 14, 2019 and ends on March 31, 2019 (the "Sweepstakes Period").
- 2. Eligibility:** The Sweepstakes is open to legal residents of the 50 United States, the District of Columbia, and Puerto Rico who are 18 years of age or older as of date of Entry and who comply with these Official Rules. Employees of West Marine Products Inc., 500 Westridge Drive, Watsonville, CA 95076 (referred to herein as the "Sponsor" or "West Marine"), Yeti, and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively "Sponsor & its Administrators") and household members of each, are not eligible to participate or win. Void where prohibited by law and subject to all federal, state and local laws.
- 3. Entries:** Limit of one (1) Entry per person, per e-mail address and per mailing address accepted for this Sweepstakes. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. All Entries submitted become the property of the Sponsor and will not be acknowledged or returned.
 - A. To Enter at Online: Complete the official Sweepstakes Entry form found at westmarine.com/sweepstakes ("Online Entry"). On the Online Entry form, provide your first name, last name, complete mailing address, city, state, zip code, day and evening telephone number (with area code), and e-mail address. Complete all information requested in the information fields.
- 4. Sweepstakes Random Drawing:** A Winner will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The random drawing will take place on or about April 10, 2019. The random drawing will be conducted by the Administrator whose decisions are final on all matters relating to the Sweepstakes. The odds of winning a Sweepstakes prize will depend on the number of eligible Sweepstakes Entries received.
- 5. Prizes and Approximate Retail Value ("ARV"):** One Grand Prize winner will be randomly selected from the pool of entries. The Grand Prize winner will receive a Reef Blue Yeti Roadie Cooler with an ARV of \$199.99. Three additional

prize winners will be randomly selected from the pool of entries. They will receive a pair of Yeti Rambler Tumblers 20 oz. with a MagSlider lid with an ARV of \$29.99 each.

6. Prize Conditions: The Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. In the event of noncompliance with the Official Rules, if a winner cannot be reached at the address/phone number on winner's Entry within five (5) days of the first attempt, or if the prize or prize notification is returned as unclaimed or undeliverable, an alternate winner will be selected. The Winner's Entry and acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state or province), in all forms of media, in perpetuity, without notice or further compensation.

7. Other Terms & Conditions: This Sweepstakes is subject to all applicable federal, state, local and provincial regulations and laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winners and Entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, Administrator, vendors associated with the Sweepstakes, and their respective affiliates, agents, officers and employees, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered, or participation in this Sweepstakes to the fullest extent permitted by law. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the full extent of the law. This Sweepstakes is void where prohibited. Entrants acknowledge that Sponsor and its agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the prize. Winners may be required to complete a declaration of eligibility and, to the extent permitted by applicable law, a liability release and a publicity release, which must be returned within time period specified by Sponsor or an alternate winner may be selected. West Marine reserves the right to directly contact all Entrants that **have not opted-out** to receive future promotional offerings and additional information from West Marine.

8. FALSE OR MISLEADING INFORMATION: Any false information provided within the context of the Sweepstakes by any Entrant concerning identity, mailing address, telephone number, email address, or non-compliance with these Official Rules, may result in the immediate elimination of the Entrant from the Sweepstakes. Administrator further reserves the right to disqualify any Entry that it believes infringes upon or violates the right(s) of any third party, otherwise does not comply with these Official Rules, or violates United States or any other

applicable law in Entrant's country or state of residence.

9. WARRANTY AND INDEMNITY: Each Entrant further warrants and represents (a) that his or her Entry does not violate any federal, state, provincial or local law, rule or regulation, or any other applicable law where ever found; (b) that his or her Entry is not defamatory, slanderous or libelous or portray any person or persons in a false light; (c) that the Entry, or the means of its transmission, does not contain any virus, bugs or other deleterious material, and (d) that the Entrant will follow these Official Rules. By entering this Sweepstakes, Entrant agrees to indemnify, defend and hold harmless Sponsor and Administrator from and against any action or liability resulting from the publishing of his or her Entry and/or use of the Entry as otherwise permitted by these Official Rules. To the maximum extent permitted by law, each Entrant agrees that he or she shall and does indemnify and agrees to keep indemnified Sponsor and Administrator at all times from and against any and all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach by Entrant of any warranty or rules set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless Sponsor and Administrator, its affiliates and each respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of, relating to or accruing from (a) any material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property or proprietary right of any person or entity or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Entrant in connection with the Sweepstakes; (c) any non-compliance by the Entrant with these Official Rules; and (d) claims brought by persons or entities, other than Sponsor or Administrator, arising from or related to the Entrant's involvement with the Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. RELEASE: By participating in this Sweepstakes, each Entrant agrees (a) to these Official Rules and all decisions of Sponsor and Administrator which shall be final in all respects relating to this Sweepstakes; and (b) to release, discharge and hold harmless Sponsor and Administrator, its respective directors, officers, employees and assigns, from any and all injuries, liability, losses and damages of any kind caused or claimed to be caused by, relating to or resulting from Entrant participation in the Sweepstakes and/or acceptance, use or misuse of a prize including, without limitation, personal injury, death and property damage, and

claims based on publicity rights, copyright, trademark, patent, proprietary or intellectual property interest or right, defamation or invasion of privacy. In addition, Sponsor and Administrator are not responsible for and shall not be liable for (a) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of Entries; (b) failed, incomplete, garbled or delayed computer transmission; (c) lost, late, misdirected, damaged, incomplete Entries or postage-due mail; or (d) any condition caused by events beyond the control of Sponsor or Administrator that may cause the Sweepstakes to be disrupted or corrupted. Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes or any portion thereof should viruses, bugs or other causes beyond the control of Sponsor or Administrator corrupt the administration, security or proper play or running of the Sweepstakes in any way, and limit Entries to those submitted prior to the cancellation, termination, modification or suspension, or to proceed in such a manner as may be deemed fair and equitable.

11. RIGHT TO CANCEL: If, for any reason, the Sweepstakes, or any portion of the Sweepstakes is not capable of running as planned or is compromised in any way, including infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt, impair or affect the administration, submission of Entries, security, fairness, integrity, proper play or conduct of the Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes.

Any and all uses of and access to West Marine's website(s), and any and all information or data, in every form, contained, referenced or used therein, is governed and controlled by [West Marine's Terms of Use](http://www.westmarine.com/webapp/wcs/stores/servlet/CustomerServiceView?langId=-1&storeId=11151&catalogId=10001&page=Terms-Of-Use) (<http://www.westmarine.com/webapp/wcs/stores/servlet/CustomerServiceView?langId=-1&storeId=11151&catalogId=10001&page=Terms-Of-Use>), which are incorporated into these Official Rules by reference herein. Each Entrant shall read [West Marine's Terms of Use](http://www.westmarine.com/webapp/wcs/stores/servlet/CustomerServiceView?langId=-1&storeId=11151&catalogId=10001&page=Terms-Of-Use) (<http://www.westmarine.com/webapp/wcs/stores/servlet/CustomerServiceView?langId=-1&storeId=11151&catalogId=10001&page=Terms-Of-Use>) and each Entrant acknowledges and agrees, by entering this Sweepstakes, to comply with West Marine's Terms of Use. To the extent required by law, nothing in these Official Rules shall limit or exclude West Marine's or Entrant(s) liability for fraud, or for death or personal injury caused by the negligence of Entrant(s) or West Marine, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

12. CHOICE OF LAW/FORUM AND RECOURSE TO JUDICIAL

PROCEDURES: By entering the Sweepstakes, you, as the Entrant, agree that these Official Rules and this Sweepstakes, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and this Sweepstakes; any dispute or claim arising out of the play

of this Sweepstakes; any dispute or claim with website users which arise as a result of the use of West Marine's websites; or the rights and obligations of Entrant(s), Sponsor and/or Administrator in connection with this Sweepstakes, shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules, and all proceedings shall take place in Santa Cruz County, California. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from, relating to or in connection with this Sweepstakes are hereby excluded, and all Entrants expressly waive any and all such rights.

13. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Entry into or participation in this Sweepstakes, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with either Sponsor or any participating entity or person. Each Entrant acknowledges that he or she has submitted his or her Entry voluntarily and not in confidence or in trust. Each Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Sponsor or any other participating entity or person and that no such relationship is established by submission of an Entry under these Official Rules, except as otherwise expressly stated herein.

14. DISCLAIMERS: BY PARTICIPATING IN THIS SWEEPSTAKES, YOU, THE ENTRANT, AGREE THAT WEST MARINE MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND TO ANY ONE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE SWEEPSTAKES AND/OR THE PRIZES.

15. Winner List: To request confirmation of the name and address of the Winner, please send a self-addressed, stamped business size envelope, by October 31, 2019 to: "Yeti Spring Giveaway" Sweepstakes Winners List Request, 500 Westridge Drive, Watsonville, CA 95076.

16. Official Rules by Mail: For your own copy of the Official Rules, send a self-addressed stamped envelope to "Yeti Spring Giveaway" Sweepstakes Official Rules Request, 500 Westridge Drive, Watsonville, CA 95076 by March 31, 2019.

17. Privacy Policy: Collection and handling of personally identifiable information will be in accordance with Sponsor's Privacy Policy stated at www.westmarine.com.

18. Administrator: West Marine Products, Inc., 500 Westridge Drive, Watsonville, CA 95076.