

“Raymarine Element of Fun” Sweepstakes

Official Rules

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

1. Sweepstakes Period: The “Raymarine Element of Fun” Sweepstakes (the “Sweepstakes”) begins at 11:59 p.m. Eastern Time (“ET”) on April 25, 2019 and ends at 11:59 p.m. ET on May 31, 2019.

2. Eligibility: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, and Puerto Rico, who have the age of majority in his/her state of residence as of date of entry. Employees of West Marine Products Inc., 500 Westridge Drive, Watsonville, CA 95076 (referred to herein as the “Administrator”, “Sponsor” or “West Marine”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively “Sponsor & its Administrators”) and the immediate family members (spouses, parents, children, and siblings and their spouses) 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 Via the Internet: During the Sweepstakes Period access www.westmarine.com/sweepstakes and follow the entry instructions. Provide your first name, last name, complete mailing address (no PO Boxes), city, state, zip code, daytime telephone number, date of birth and e-mail address. Complete all information requested in the information fields. When your entry is complete, click on the area marked “Enter Sweepstakes” (“Online Entry”). Once submitted, an Online Entry cannot be deleted, canceled or modified. Online Entries must originate through www.westmarine.com/sweepstakes to be eligible. Enter using only an e-mail address subscribed and registered in your name. In the event of a dispute as to Online Entries submitted by multiple individuals using the same e-mail account, subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

B). To Enter at Participating Stores: Obtain and complete the official Sweepstakes entry form found (while supplies last) at participating store locations between April 25, 2019 and May 31, 2019 and mail the completed entry form to West Marine “Raymarine Element of Fun” In-Store, 500 Westridge Drive, Watsonville, CA 95076 (“In-Store Entry”). Complete all information requested in the information fields. In-Store Entries must be postmarked by May 31, 2019 and received by June 6, 2019. Sponsor is not responsible for delayed or late deliveries of Entries, Entries lost, misdirected or otherwise misplaced in the mail or Entries not otherwise received regardless of reason.

C). To Enter By Mail: To enter by mail, without purchase or obligation, send your name, address, city, state, zip code and day and evening telephone numbers with area code hand-printed on a 3-1/2" x 5" piece of paper to: West Marine "Raymarine Element of Fun" Sweepstakes, 500 Westridge Drive, Watsonville, CA 95076 ("Mail Entry"). Mail Entries must be postmarked by May 31, 2019 and received by June 6, 2019. Sponsor is not responsible for delayed or late deliveries of Entries, Entries lost, misdirected or otherwise misplaced in the mail or Entries not otherwise received regardless of reason.

4. Internet Limitations of Liability: If for any reason, this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to an entrant's system which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the Sweepstakes. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Any dispute or claim arising out of the play of this Sweepstakes, or any disputes with site users which arise as a result of the use of this website, shall be governed by the laws of the State of California, without respect to conflicts of laws principles. Any such claim shall be brought and maintained in the federal or state courts of the State of California. If any provisions of the Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS 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.

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 found at <http://www.westmarine.com/Customerservice/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/Customerservice/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.

5. Sweepstakes Random Drawing: Winner will be selected in a random drawing from among all eligible Entries received throughout the entire Sweepstakes Period. Drawing will take place on or about June 10, 2019. The random drawing will be conducted by the Administrator. The odds of winning the Sweepstakes Grand Prize will depend on the number of eligible Sweepstakes entries received.

6. Grand Prize and Approximate Retail Value ("ARV"): The Grand Prize winner will receive one Raymarine Element 12 Fishfinder (WM sku 19418508) with an ARV of \$2,549.99. An additional two winners will each receive one each of the Raymarine element 7 Fishfinder (WM sku 19418441) with an ARV of \$949.99 each. The total package pool has an Approximate Retail Value ("ARV") of \$4,449.97. The Sponsor reserves the right in its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion.

7. Prize Conditions: The Winners are 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. The Winners will be required to sign and return an Affidavit of Eligibility and Liability / Publicity Release (unless prohibited) within 14 days of written notification or prize winner will be disqualified. 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.

8. 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 Sweepstakes Administrator and Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winner and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, Sweepstakes Administrator, vendors associated with the Sweepstakes, and the respective officers and employees of these entries, 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. Winner 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.

9. **Winners List:** To request confirmation of the name and address of the Winner, please send a self-addressed, stamped business size envelope, by November 30, 2019 to: WMP "Raymarine Element of Fun" Sweepstakes Winners List, 500 Westridge Drive, Watsonville, CA 95076.

10. **Official Rules by Mail:** For your own copy of the Official Rules, send a self-addressed stamped envelope to WMP "Raymarine Element of Fun" Sweepstakes Official Rules, 500 Westridge Drive, Watsonville, CA 95076 for receipt by May 31, 2019.

11. **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.

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

13. **Sponsor:** West Marine Products, Inc., 500 Westridge Drive, Watsonville, CA 95076.