

West Marine Products Inc.
“GO FISHING WITH SIMRAD” Sweepstakes
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 **“GO FISHING WITH SIMRAD”** Sweepstakes (the “Sweepstakes”) begins at 12:01p.m. Eastern Standard Time (“EST”) on August 1, 2021 and ends at 11:59 p.m. EST on August 16, 2021 (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 “Administrator” or “West Marine”), Navico, Inc., 4500 S. 129th East Ave., Suite 200, Tulsa, OK 74134 (the “Sponsor”), 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. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all such entries and result in disqualification. 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. You will be asked to provide your first name, last name, complete mailing address, city, state, zip code, day and evening telephone number (with area code), 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 By Mail: To enter by mail, without purchase or obligation, send your name (first and last name), complete mailing 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: Western Marine Products “GO FISHING WITH SIMRAD” Sweepstakes, 500 Westridge Drive, Watsonville, CA 95076 (“Mail Entry”). Mail Entries must be postmarked by August 16, 2021 and received by August 19, 2021. 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. Sweepstakes Random Drawing: A Winner will be selected in a random drawing from among all eligible Entries received throughout the entire Sweepstakes Period. The random drawing will take place on or about September 16, 2021. 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"):

There will be one (1) Grand Prize winner (the "Winner"). Following the conclusion of the Promotion, one (1) winner will win the following ("Grand Prize"):

- A one-day charter for two people with a Simrad Team Member at a location determined by the Sponsor
- Two nights accommodations for two people
- Meals during the charter
- \$100 Gift Card for incremental expenses
- Available charter date is a mutually agreed upon date within 12 months from the conclusion of the sweepstakes August 16, 2021. Travel must be completed by August 16, 2022 or the prize is forfeited.

The Grand Prize package has an ARV of \$2,500. Travel and accommodations are subject to capacity controls, availability, limitations, and other restrictions, all of which are subject to change at Sponsor's sole discretion. Available charter date is a mutually agreed upon date within 12 months from the conclusion of the sweepstakes August 16, 2021. Travel must be completed by August 16, 2022 or the prize is forfeited. The Winner will be solely responsible for all other expenses not specifically set forth herein including but not limited to taxes, meals, transfers, telephone charges, gratuities, souvenirs and any other incidentals. Winner must execute liability/publicity releases prior to issuance of travel documents. The Grand Prize is non-transferable and has no cash value.

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. The Winner 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.

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. **PRIVACY AND PERSONAL INFORMATION:** 10.1 Entrants agree that personal data including, but not limited to, name, mailing address, phone number, and/or email address will be collected, processed, stored and otherwise used for the purposes of conducting and administering this Contest. This data may be transferred into or out of the United States. Further, this data may also be used by West Marine to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any applicable prize as well as to deliver the applicable prize. West Marine shall share the photograph submitted by Entrants with West Marine's Vendors and/or sponsor partners. Entrants have the right to access, review or rectify any personal data held by West Marine in connection with the Contest by writing to West Marine at the following address: West Marine Products, Inc.

Attn: "GO FISHING WITH SIMRAD" Contest Administrator
500 Westridge Drive
Watsonville, California 95076
USA

10.2 If an Entrant does not provide the required data when requested, that Entrant's Entry or Entries will be ineligible for any prizes. All personally identifiable information provided will be maintained in accordance with these Official Rules and [West Marine's Privacy Policy](#), and will be used solely for the purpose of conducting, administering, sponsoring and judging the Contest. West Marine's Privacy Policy is incorporated into these Official Rules by reference herein and by entering this Contest, each Entrant, acknowledges and agrees that

West Marine's Privacy Policy shall apply. Where terms and conditions of these Official Rules conflict with or are different from West Marine's Privacy Policy, these Official Rules shall control.

11. **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.

12. **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.

13. **INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor and Administrator are not responsible for theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive any Entry or Entrant information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. 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 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 <https://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:

<https://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.

14. 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.

15. 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.

16. 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.

17. Winner List: To request confirmation of the name and address of the Winner, please send a self-addressed, stamped business size envelope, by December 31, 2019 to: "GO FISHING WITH SIMRAD" Sweepstakes Winners List Request, 500 Westridge Drive, Watsonville, CA 95076.

18. Official Rules by Mail: For your own copy of the Official Rules, send a self-addressed stamped envelope to "GO FISHING WITH SIMRAD" Sweepstakes Official Rules Request, 500 Westridge Drive, Watsonville, CA 95076, for receipt by August 16, 2021.

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

20. Administrator: West Marine Products, 500 Westridge Drive, Watsonville, CA 95076. Sponsor: West Marine Products, Inc., 500 Westridge Drive, Watsonville, CA 95076 and Navico, Inc.,