

WEST MARINE'S CAST OUT WITH SPERRY SWEEPSTAKES
OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT, GOOD OR SERVICE SOLD BY THE SPONSOR) WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING. THERE IS NO ENTRY FEE TO PARTICIPATE IN OR WIN THIS CONTEST.

CONTEST IS ONLY OPEN AND OFFERED TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA ("UNITED STATES," "U.S." or "U.S.A."), AND ARE EIGHTEEN (18) YEARS OF AGE IN THEIR STATE OF RESIDENCE ("Person" or "Persons"). RESIDENTS OUTSIDE THE UNITED STATES ARE NOT ELIGIBLE TO PARTICIPATE OR ENTER THIS CONTEST OR TO WIN PRIZES.

THIS CONTEST IS VOID IN ANY NATION, STATE OR PROVINCE WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

Contest Entries are accepted between April 18, 2022 to May 2, 2022 (the "Entry Period")

By entering, Participants unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final.

CONSUMER DISCLOSURES

1. CONTEST DESCRIPTION:

1.1 This Contest ("Contest") presented by West Marine Products, Inc. ("West Marine") provides Participants a chance to win One (1) Grand Prize: consisting of (a) a local fishing trip for up to two (2) people, to take place in the state where the winner resides, (b) two (2) pairs of Sperry Sport shoes (one for the winner and one for his/her guest for the fishing trip), and (c) various swag bag items to be included at the discretion of Sponsor. The total Approximate Retail Value ("ARV") of the Grand Prize is Two Thousand Three Hundred Ninety US Dollars (\$2,390.00). Odds of winning depends on the total number of eligible entries received. To win, you must comply with all the Official Rules of the Contest.

2. **TERM/CONTEST PERIOD:** The Contest begins at 12:01:00 AM Pacific Time ("PT") on April 18, 2022 and ends at 11:59:00 PM PT on May 2, 2022. ("Term" or "Contest Period"). Each Participant is responsible for determining the corresponding time zone in his or her respective location or locations. The Winner will be announced by 11:59:00 PM PT June 2, 2022.

3. **SPONSOR AND ADMINISTRATOR:** The Contest is sponsored and administered by West Marine Products, Inc., a Florida corporation, with a principal place of business at 1 E. Broward Blvd. Fort Lauderdale, FL 33301, U.S.A. and Sperry, a division of Wolverine World Wide, Inc., 500 Totten Pond Rd., Waltham. MA 02451 (collectively referred to herein as "Sponsor")

4. **ELIGIBILITY:** To be eligible to submit an entry ("Entry") and to participate or win in this Contest, the participant ("Participant") must be a Person (as defined above) who is a legal resident of, and residing in, the Territory who complies with these Contest Rules and submits a valid Entry per Rule 5 below. Employees, interns, contractors, officers and directors of Sponsor, its parent companies, subsidiaries, affiliates, TV or other media production partners, advertising agencies, promotional suppliers and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, interns, contractors, officers and directors (collectively, "Contest Entities") are not eligible to participate in this Contest. In order to be eligible to enter or participate in this Contest, you must have access to the Internet to be able to access these Official Rules. This Contest is subject to all applicable federal, state, provincial, territorial, and local rules, regulations, and laws. In order to be eligible to participate in this Contest, you must comply fully with all the requirements of the Contest, including these Official Rules, and all documents and materials incorporated by reference herein.

5. TO SUBMIT AN ENTRY:

5.1 Participants may enter the Sweepstakes through a Digital Data Form Entry. The entry method is detailed below; each person who enters the Sweepstakes via a Digital Data Form Entry is referred to herein as a "Participant." Each Digital Data Form Entry must include the Participant's: (a) first and last name, (b) primary telephone number, (c) mailing address, (d) email address, (e) an

acknowledgement of being over the age of 21, and (f) an acknowledgement of these Official Rules (subparts (a) through (f) are herein referred to as the "Required Participant Information"). The Required Participant Information must be accurate and current as of the date of the entry.

Participants may enter the Sweepstakes by (1) visiting Sponsor's contest entry webpage at [add url], which can be accessed through Sponsor's Instagram and Facebook accounts, and (2) completing the Digital Data Form Entry with the Required Participant Information. An eligible person (as defined below) completing and submitting a Digital Data Form Entry with all Required Participant Information will be entered into the Sweepstakes.

5.2 For questions about this Contest, you may write to:

West Marine Products, Inc.
ATTN: "Cast out with Sperry" Contest Administrator
1 E. Broward Blvd.
Fort Lauderdale, FL 33301

Or Email to: social@westmarine.com
Or Direct Message West Marine on @westmarineinc Instagram

Sponsor makes no representations here or elsewhere that any questions will be answered before, during or after the Contest. For purposes of this Contest, once submitted, Entries, and all attachments and submittals thereto, become the sole property of Sponsor and will not be returned. Sponsor reserves the right to disqualify any Entry if it is determined, in Sponsor's sole discretion, that the Entry or the Participant has not complied with these Official Rules. Moreover, at the sole discretion of the Sponsor, all of that Participant's entries may be deemed null and void, not honored or acknowledged, and may be grounds for forfeiture of the Participant's Prize (as defined below), if any.

6. **FALSE OR MISLEADING INFORMATION:** Any false information provided by any Participant, including without limitation the Required Participant Information, may result, at Sponsor's sole discretion, in the immediate elimination of the Participant from the Contest. Sponsor further reserves the right to disqualify any Entry that it believes in its sole and unfettered discretion infringes upon or violates the right(s) of any third party, otherwise does not comply with these Official Rules, or violates any applicable law.

7. **DRAWINGS, ODDS OF WINNING A PRIZE, AND NOTICE:**

7.1 **DRAWINGS:** One (1) "Winner" will be selected at random on May 5 at 9 am/pm by an employee of Sponsor's marketing team. The Winner will receive One (1) Grand Prize: consisting of (a) a local fishing trip for up to two (2) people, to take place in the state where the winner resides, (b) two (2) pairs of Sperry Sport shoes (one for the winner and one for his/her guest for the fishing trip), and (c) various swag bag items to be included at the discretion of Sponsor.

7.2 **ODDS:** The odds of being selected as a Winner are dependent on the number of valid Entries received by Sponsor during the Entry Period. Any Participant selected as a Winner will be ineligible for all subsequent drawings.

7.3 **NOTICE TO WINNER:**

The Participant drawn as winner will be contact by Sponsor via email or by phone within ten (10) days of being drawn. The selected winner will be required to provide (i) a completed winner's form, and (ii) a Form W-9 to the Sponsor within five (5) days of being notified that he or she has been selected, so that Sponsor can process the winning prizes. Sponsor is not responsible for late, lost, stolen, misdirected or otherwise undelivered notifications. Any Participant designated as the Official Winner who cannot be contacted by mail and/or telephone within five (5) days will forfeit his or her Official Winner designation and prize. Any Participant designated an Official Winner may, at Sponsor's sole discretion, be required to sign and return an Affidavit or Declaration of Eligibility, and Liability/Publicity Release within five (5) days of being requested by Sponsor. Failure to comply within this provision of this section may result in disqualification and selection of an alternate Official Winner, at Sponsor's sole discretion.

The Winner will be mailed their Prize within thirty (30) days of winning by Federal Express or UPS. If any Prize is returned as undeliverable, then that Prize will be forfeited and another Winner of that Prize will be randomly drawn from among all remaining valid Entries that do not belong to a previously selected Winner. There are no shipping or handling fees associated with any Prize.

8. PRIZES AND PRIZE VALUES:

8.1 **PRIZES:** By entering this Sweepstakes in accordance with these Official Rules, Participants are eligible to win one (1) Grand Prize: consisting of (a) a local fishing trip for up to two (2) people, to take place in the state where the winner resides, (b) two (2) pairs of Sperry Sport shoes (one for the winner and one for his/her guest for the fishing trip), and (c) various swag bag items to be included at the discretion of Sponsor.. Should a Winner forfeit his or her Prize a new winner will be selected. All taxes on any Prize are solely the Winner's responsibility. The Sponsor reserves the right at its sole discretion to substitute a Prize an item of equivalent or greater value if the Prize specified is unavailable for any reason.

8.2 **PRIZE VALUE:** One Grand Prize: (a) consisting of local fishing trip for two (2) people has an approximate retail value of up to two thousand dollars (\$2,000), (b) one (1) bag of Sperry Swag has a retail value of up to one hundred and fifty dollars (\$150), and (c) two (2) pairs of Sperry Sport Shoes has an approximate retail value of two hundred and forty dollars (\$240) will be awarded (depending on availability). The total Approximate Retail Value ("ARV") of the Grand Prize is Two Thousand Three Hundred Ninety US Dollars (\$2,390.00).

9. PRIZE RESTRICTIONS AND TAXES:

9.1 PAYMENTS TO AN OFFICIAL WINNER ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT HE OR SHE SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, LOCAL AND/OR FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. ALL EXPENSES RELATED TO ACCEPTANCE AND USE OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE OFFICIAL WINNER, EXCEPT WHERE EXPRESSLY SPECIFIED IN THE OFFICIAL RULES.

10. PRIVACY AND PERSONAL INFORMATION:

Information transmitted to the Sponsor, including without limitation the Required Participant Information, will be treated as non-confidential and non-proprietary. Names and likenesses of the Winner may be used by the Sponsor for promotional purposes without further compensation. Further, by entering the Sweepstakes, the Participant is granting the Sponsor permission to use his or her contact information, including without limitation the Required Participant Information, to provide him or her with marketing or other informational materials related to the Sponsor. Sponsor's rights as described in this paragraph are limited to one (1) year with respect to any Winner or Participant residing in Tennessee at the time of entry.

11. **FACEBOOK DISCLOSURE.** Although this Sweepstakes may be advertised on the Facebook pages of the Sponsor or another, this Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Meta. Participants are providing their information to the Sponsor and not to Facebook or Meta. The information a participant provides will only be used by the Sponsor in accordance with these Official Rules. By entering, participants provide a complete release of Facebook and Meta from any and all responsibilities implied or provided by the Sponsor.

Facebook is a registered trademark of Meta Platforms, Inc.

12. **INSTAGRAM DISCLOSURE.** Although this Sweepstakes may be advertised and/or administered through the Instagram accounts of Sponsor or another, this Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram. Participants are providing their information to the Sponsor and not to Instagram. The information a participant provides will only be used by the Sponsor in accordance with these Official Rules. By entering, participants provide a complete release of Instagram from any and all responsibilities implied or provided by the Sponsor.

Instagram is a registered trademark of Instagram, LLC.

13. **GENERAL CONDITIONS:** The Sponsor and, as applicable, the employees, officers, directors, shareholders, agents, and representatives of the Sponsor, are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or discontinued, including without limitation any disruption in the World Wide Web, Twitter, Facebook, Meta, Instagram, Pinterest; (iii) any injuries, losses, or damages resulting from acceptance, possession, or use of the Prize, or from participation in the Sweepstakes, including without limitation any such injuries, losses, or damages suffered by Winner in connection with receiving the Prize; (iv) any printing or typographical errors in any materials associated with the Sweepstakes,

(v) any inability to enter or otherwise participate in the Sweepstakes that any participant or prospective participant may experience due to the functioning or non-functioning of any mobile device, tablet, and/or other computer, (vi) late, lost, delayed, or damaged delivery of the Prize, and/or (vii) any costs incurred by a Winner in traveling to and from Runnings' store to claim the Prize. Any and all uses of and access to Sponsor'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 and Privacy Policy, available at www.sperry.com and www.westmarine.com](#), which are incorporated into these Official Rules by reference herein. Each Participant shall read Sponsor's Terms of Use] and each Participant acknowledges and agrees, by entering this Contest, to comply with Sponsor's Terms of Use.

If any provision of these Official Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Official Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

The Sponsor makes no warranties or representations concerning the goods and/or services of any third party.

14. WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY: By submitting any entry, each participant, his, her, or their heirs, successors and assigns (the "Participant Party") thereby releases, forever discharges, and covenants not to make a claim against or sue the Sponsor, together with its parents, subsidiaries, affiliates, licensees, employees, officers, directors, representatives, successors, and assigns (the "Released Parties" or in the singular "Released Party"), of and from all manner of action or actions, cause or causes of action, at law or inequity, suits, claims, demands, liability, loss, cost, or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Participant Party may have or hereafter have against any Participant Party by reason of any injuries or damages Participant Party may sustain, whether to Participant Party's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to entry into the Sweepstakes, the Sweepstakes, any Prize, and/or the use, incorporation, or exploitation of the entry into the Sweepstakes for any purpose described herein. Participant Party waives and foregoes the right to seek injunctive relief against any Released Party relating in any way to the entry to entry into the Sweepstakes, the Sweepstakes, any Prize, and/or the use, incorporation, or exploitation of the entry into the Sweepstakes for any purpose described herein. Participant Party agrees to indemnify and hold harmless the Released Parties from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees), and expenses arising in connection with any breach or alleged breach by Participant Party of any representation made in the entry to the Sweepstakes or by virtue of submitting the entry to the Sweepstakes.

15. RIGHT TO CANCEL: If, for any reason, the Contest, or any portion of the Contest, in Sponsor's sole opinion, 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 Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. In such a case, all Prizes will be awarded to the winner selected at random from among all valid Entries received to date.

16. CHOICE OF LAW/FORUM AND RECOURSE TO JUDICIAL PROCEDURES: PARTICIPANTS AND WINNER AGREE THAT ANY DISPUTE ARISING OUT OF THIS SWEEPSTAKES AND/OR THESE OFFICIAL RULES SHALL BE RESOLVED INDIVIDUALLY WITHOUT CLASS ACTION AND EXCLUSIVELY BY THE STATE AND FEDERAL COURTS LOCATED IN BROWARD COUNTY FLORIDA, UNDER THE LAWS OF FLORIDA, WITHOUT REGARD TO ANY STATE'S CONFLICT OF LAWS PRINCIPLES. PARTICIPANTS FURTHER AGREE THAT (1) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

17. ALTERATIONS: Sponsor reserves the right to alter these Official Rules during the Sweepstakes, including without limitation to improve the functioning of the Sweepstakes, provided that no changes will be made contrary to governing law.

18. WINNER LIST AND OFFICIAL RULES: To receive the Official Winner names (if designated), a description of the prizes (if

any awarded), or a copy of these Official Rules, please mail in your written request and include a self-addressed, stamped envelope by no later than thirty (30) days after the end of the entry Period to:

West Marine Products, Inc.
Attn: "Cast out with Sperry" Contest Administrator
1 E. Broward Blvd.
Fort Lauderdale, FL 33301

Or Email: social@westmarine.com.