

WEST MARINE'S **SHARE YOUR CATCH PHOTO CONTEST**
OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. THERE IS NO ENTRY FEE TO PARTICIPATE IN OR WIN THIS CONTEST.

ALL ENTRANTS PAY THEIR OWN POSTAGE MAILING OR OTHER FEES RELATED TO ENTRY IN THE 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 OR AGE OF MAJORITY 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 STATE OR PROVINCE WHERE PROHIBITED OR RESTRICTED BY THE UNITED STATES APPLICABLE LAW.

Contest Entries are accepted between August 30 – September 13, 2020

"Share your catch Photo Contest" Photo Contest is officially open! This August, West Marine is looking for pictures of a fish you have caught for a chance to win! Please read these rules and regulations and comply with them to qualify.

CONSUMER DISCLOSURES

1. CONTEST DESCRIPTION:

1.1 This Photo Contest ("Contest") presented by West Marine Products, Inc. ("West Marine") provides entrants an opportunity to submit a photo of their fishing catch. The photo Entrants will be competing for an opportunity to win a Fishing Fillet Package if their photo is selected as a winner. One winner will receive the grand prize and one winner will win second place and one winner will win third place. First place will receive One (1) MAGMA Fillet Table – 184.99, (1) CUDA Knife-Fillet Ti NS Pro 6in – 62.99, (1) CUDA Knife-Fillet Ti NS Pro Wd 7in – 72.99, (1) CUDA Knife-Fillet Ti NS Pro 9in – 62.99, (1) CUDA Knife-Fillet Ti NS Pro Wd 10in – 93.99, (1) CUDA Knife-Boning Ti NS Pro 6in – 62.99, (1) CUDA Knife-Serrated Ti NS Pro 9in – 72.99, (1) CUDA Knife-Breaking Ti NS Pro 10in – 103.99, (1) CUDA Snips-Fish Pro 8in w/Sheath – 67.99, (1) CUDA Pliers-Fish Pro w/Sheath 8in – 109.99, (1) AO Kill Bag-Fish Insl 24x48in – 299.95, (1) AO Bags-Fish Fillet 9x13in (24) – 14.99, Second Place will win a \$250 Gift Card, and Third Place will win a \$150 Gift Card. Odds of being selected as eligible to win a prize in this contest depends on: (i) the total number of eligible entries received, and (ii) the quality of the photos received. To win, you must comply with all the Official Rules of the Contest. No Official Winner has been designated and no prizes have been awarded yet. No purchase is necessary to win.

1.2 The Official Winner will be posted on West Marine's website at www.westmarine.com/sweepstakes or www.facebook.com/westmarine within sixty (60) days of the close of this Contest.

2. TERM/CONTEST PERIOD: The Contest begins at 12:01:00 AM Pacific Time ("PT") on August 30, 2020 and ends at 5:00:00 PM PT on September 13, 2020 ("Term" or "Contest Period"). Each Entrant is responsible for determining the corresponding time zone in his or her respective location or locations. Winners will be announced by October 30, 2020.

3. SPONSOR AND ADMINISTRATOR: The Contest is sponsored and administered by West Marine Products, Inc. (referred to herein as "West Marine", "Sponsor" or "Administrator"), a California corporation, with a principal place of business at 500 Westridge Drive, Watsonville, California 95076, U.S.A.

4. ELIGIBILITY: To be eligible to submit a Photo ("Entry") and to participate or win in this Contest, the entrant ("Entrant") 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 West Marine Products, Inc., 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 In order to submit an Entry and participate in the Contest, you must have Internet access and a device that can access the online submission form at westmarine.com//share-photo and to access these Official Rules. Each Entry must comply with the following requirements:

- a) Photos submitted must be your own photos or intellectual property.
- b) If people are featured in your photo, make sure you have their permission.
- c) Photos must be uploaded to the website and adhere to the noted photo requirements.
- d) Submissions are limited to three per person, so make 'em count!
- e) All Entries must be submitted in English. Entries in any other language will be automatically disqualified from participating in this Contest.
- f) This contest is limited to Residents of the United States.

PLEASE NOTE, although we are requesting this entry information, West Marine reserves the right, in its sole and exclusive determination, to post or use or not post or use any name, photo, likeness or other biographical information on its website or other marketing materials.

5.2 Each Entry must be submitted separately and independent of each other to qualify for participation in the Contest. No Entry submitted shall be co-dependent upon any other Entry or refer to or rely upon any other Entry. Only one Entry per person can win, regardless of how many Entries are submitted by any single Entrant. Entering more than once will not improve an Entrant's likelihood of winning.

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

West Marine Products, Inc.
ATTN: "Share your catch Photo Contest" Contest Administrator
500 Westridge Dr.
Watsonville, California 95076

Email to: social@westmarine.com

However, West Marine 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 West Marine and will not be returned. No correspondence about the Contest will be entered into nor will Entries be acknowledged or returned. West Marine reserves the right in its sole discretion to decide if any Entry is appropriate for posting or publication, and may disqualify any Entry, at any time, if it is determined, in West Marine's sole discretion, that the Entry is not appropriate, or, that the Entrant has not complied with these Official Rules. Entries that are lewd, obscene, pornographic or otherwise inappropriate to the Contest will be disqualified at West Marine's sole discretion.

6. FALSE OR MISLEADING INFORMATION: Any false information provided within the context of the Contest by any Entrant concerning identity, mailing address, telephone number, email address, ownership of any right or non-compliance with these Official Rules or the like may result, at West Marine's sole discretion, in the immediate elimination of the Entrant from the Contest. West Marine 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 the laws of the U.S., or any other applicable law in Entrant's, state, or territory of residence.

7. JUDGING CRITERIA:

7.1 West Marine will select the one winner based upon the following criteria:

1. Compliance with these Official Rules.
2. Quality of photograph.
3. Context and setting of photograph relating to the topic of showing your fishing catch on or near the water
4. Appropriateness of photograph.

7.2 It is within West Marine's sole discretion to determine if any or none of the Entries or Entrants satisfactorily meet the criteria for selection. In the event that none of the Entrants are selected, no prizes will be awarded to any Entrant. The determinations of West Marine are final and binding.

Before being declared the Official Winner, the selected Entrants will be directly communicated through the email provided up to 90 days after the last day of the contest. The selected winner must reply with legal name, address and email so that West Marine can issue an electronic gift card. West Marine is not responsible for late, lost, stolen, misdirected or otherwise undelivered notification letters.

8. PRIZE: One (1) MAGMA Fillet Table – 184.99, (1) CUDA Knife-Fillet Ti NS Pro 6in – 62.99, (1) CUDA Knife-Fillet Ti NS Pro Wd 7in – 72.99, (1) CUDA Knife-Fillet Ti NS Pro 9in – 62.99, (1) CUDA Knife-Fillet Ti NS Pro Wd 10in – 93.99, (1) CUDA Knife-Boning Ti NS Pro 6in – 62.99, (1) CUDA Knife-Serrated Ti NS Pro 9in – 72.99, (1) CUDA Knife-Breaking Ti NS Pro 10in – 103.99, (1) CUDA Snips-Fish Pro 8in w/Sheath – 67.99, (1) CUDA Pliers-Fish Pro w/Sheath 8in – 109.99, (1) AO Kill Bag-Fish Insl 24x48in – 299.95, (1) AO Bags-Fish Filet 9x13in (24) – 14.99, one(1) \$250 West Marine Gift Card, and one (1) \$150 West Marine Gift Card. All Gift Card values are in U.S. dollars. Odds of being selected as eligible to win a prize in this Contest depends on: (i) the total number of eligible entries received, and (ii) the quality of the Entrants' photos submitted. The Gift Card may be used only for the purchase of products at any West Marine stores located in the United States or Puerto Rico. Except where prohibited by law, the Gift Card cannot be redeemed for cash. Gift Cards have no cash or other currency redemption or value. No cash change, credit or difference in face value will be redeemable or given for the Gift Cards. **The value of a Gift Card that is lost, stolen, destroyed, altered or used without the owner's permission will not be replaced or refunded. Gift Cards may not be used as payments for loans or debts to West Marine Insurance or West Marine Credit Card. The Gift Cards have no value until activated.**

9. PRIZE RESTRICTIONS AND TAXES:

9.1 PAYMENTS TO AN OFFICIAL WINNER ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT HE OR SHE SUBMIT TO WEST MARINE ALL DOCUMENTATION REQUESTED BY WEST MARINE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, LOCAL AND/OR FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. AT WEST MARINE'S DISCRETION, ALL PRIZES MAY BE NET OF ANY TAXES WEST MARINE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. 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. In order to receive a prize, an Entrant designated as the Official Winner may first be required to submit tax documentation requested by West Marine or otherwise required by applicable law, to West Marine or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the Entrant's country of residence. The Entrant designated as an Official Winner is responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If an Entrant designated as the Official Winner fails to provide such documentation or comply with such laws, the prize may be forfeited at West Marine's sole discretion and West Marine may, in its sole discretion, select an alternate Official Winner.

9.2 Return of any prize or notification may result in disqualification at West Marine's sole discretion and selection by West Marine of an alternate Official Winner, at West Marine's sole discretion. Any Entrant designated as the Official Winner who cannot be contacted by mail and/or telephone within thirty (30) days of mailing the notification letter will forfeit his or her Official Winner designation and prize. Any Entrant designated an Official Winner may, at West Marine's sole discretion, be required to sign and return an Affidavit or Declaration of Eligibility, and Liability/Publicity Release within thirty (30) days following the date of mailing of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Official Winner, at West Marine's sole discretion. If Entrant designated as an Official Winner is 18 years of age or older, as is required for Entry, but is not of the age of majority in his or her state or province of residency, the winning prize may be awarded in

the name of his or per parent or legal guardian. West Marine reserves the right to disqualify any Entrant from the Contest if, in West Marine's sole discretion, it reasonably believes that an Entrant has attempted to undermine, tamper with or abuse the legitimate operation or any aspect of the Contest or website by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other Entrants, West Marine, or other participating persons or organizations.

9.3 ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WEST MARINE RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER RELIEF FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT ALLOWED BY APPLICABLE 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: "Share your catch Photo Contest" 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. **ASSIGNMENT, USE AND OWNERSHIP:** As a condition precedent to Entry and opportunity to winning a prize each Entrant by entering this Contest grants to West Marine Products, Inc. and its affiliate companies and Vendors, a perpetual, world-wide, royalty-free, irrevocable, exclusive, fully-transferable, fully-assignable right, without compensation, to use, distribute, display, copy, modify, publicize, alter, market, reproduce, and transmit in any form and through any media or publication the photographs submitted by Entrants to this Contest. In addition, as a condition precedent to Entry and opportunity to winning a prize each Entrant by entering this Contest, in connection with advertising and promotion of the Contest and the photographs, grants and does grant to West Marine, without compensation and without further permission or notification, an irrevocable, perpetual, royalty-free, worldwide, non-exclusive, fully-transferable, fully-assignable license and right in all media to use, publish, reproduce, distribute and display Entrant's name, personal photograph, likeness, statements, biographical information, voice, voice likeness and City and State/province address for advertising, publicity and promotional purposes in all media, including but not limited to on air and within West Marine's website, catalog, annual books or presentations, in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request.

12. **WARRANTY AND INDEMNITY:** Each Entrant further warrants and represents (a) that his or her Entry, including the photograph, 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, including the photograph, does not violate or infringe any right of any third party rights, including but not limited to proprietary rights, industrial property rights, intellectual property rights, rights of copyright, moral rights, trademark, trade secret, patent, confidentiality obligations or rights of publicity and/or privacy, (c) that his or her Entry is not defamatory, slanderous or libelous or portray any person or persons or their property in a false light, (d) that the Entrant solely and exclusively owns and/or controls all rights, title and interest in and to the Entry and the photograph, including but not limited to copyrights, trademarks, trade secrets and patents, if any, and any and all rights to grant licenses thereto (e) that no portion of the Entry (including the photograph) has been submitted in any other competition or contest, (f) that the Entry does not contain any virus, bugs or other

deleterious material, and (g) that the Entrant has followed these Official Rules. No portion of the Entry may contain, among other things, the trademark, trade name, or logo of any third party. Submitting an Entry that is copyrighted, patented, or otherwise protected or restricted by another will make Entrant responsible for any and all legal action(s) associated in any way with the protected or restricted material including its use and publication, and will disqualify Entrant from participating in this Contest or winning a prize. By entering this Contest, Entrant agrees to indemnify, defend and hold harmless West Marine from and against any action or liability resulting from the publishing of his or her Entry or the photograph and/or use of the Entry or photograph. To the maximum extent permitted by law, each Entrant agrees that he or she shall and does indemnify and agrees to keep indemnified West Marine 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 of any warranty or Rules set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless West Marine, 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 attorney's fees) arising out of, relating to or accruing from (a) any material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, moral rights, 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 Contest; (c) any non-compliance by the Entrant with these Official Rules; and (d) claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Entrant's involvement with the Contest.

13. **RELEASE:** By participating in this Contest, each Entrant agrees (a) to these Official Rules and all decisions of West Marine, which shall be final in all respects relating to this Contest; and (b) to release, discharge and hold harmless West Marine, 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's participation in the Contest 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, moral rights, patent, proprietary or intellectual property interest or right, defamation or invasion of privacy. In addition, West Marine is 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 West Marine that may cause the Contest to be disrupted or corrupted. West Marine reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or any portion thereof should viruses, bugs or other causes beyond the control of West Marine corrupt the administration, security or proper play or running of the Contest 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 by West Marine in its sole discretion.

14. **RIGHT TO CANCEL:** If, for any reason, the Contest, or any portion of the Contest, in West Marine'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, West Marine reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

15. **INTERNET:** West Marine is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. West Marine is 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. West Marine 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. 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](#) which are incorporated into these Official Rules by reference herein. Each Entrant shall read West Marine's Terms of Use] and each Entrant acknowledges and agrees, by entering this Contest, 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.

16. **CHOICE OF LAW/FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** By entering the Contest, you, as the Entrant, agree that these Official Rules and this Contest, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and this Contest, or the rights and obligations of Entrant(s) and/or West

Marine in connection with this Contest, 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 Contest are hereby excluded, and all Entrants expressly waive any and all such rights.

17. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Entry into or participation in this Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with either West Marine 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 you and West Marine or any other participating entity or person and that no such relationship is established by submission of an Entry under these Rules, except as otherwise expressly stated herein.

18. DISCLAIMERS: West Marine's use, display, representations or discussion of the Entrants, the Entries and all Entrant submittals and photographs, does not constitute a West Marine endorsement of any and all Entries, submittals or photographs. West Marine makes no warranties or representations of any kind that it will market, distribute, use or sell any of the photographs or Entries, including the Entries or photographs of any of the Official Winners. West Marine, by sponsoring, administering, marketing, promoting or in any way conducting this Contest, makes no representations or warranties of any kind that any Entry or Entrant, including any Entry photograph, are (1) fit, appropriate or legal for the purposes intended, marketed or used, or (2) comply with any or all local, state or federal laws. BY PARTICIPATING IN THIS CONTEST, 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 CONTEST AND/OR THE PRIZES.

19. 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 October 30, 2020 to:

West Marine Products, Inc.
Attn: "Share your catch Photo Contest" Contest Administrator
500 Westridge Drive
Watsonville, California 95076 USA

Or Email: social@westmarine.com.