

2021 THE ULTIMATE CAPTAINS HOLIDAY GIVEAWAY OFFICIAL RULES

Promotion runs from 11/20/2021 to 12/20/2021

Captains For Clean Water, Inc., is a Florida Not for Profit Corporation and 501(c)(3) charity conducting a 2021 giveaway promotion, The Ultimate Captains Holiday Giveaway. Review these Official Rules carefully, as they contain important information about the rights, obligation, limitations, and exclusions that may apply to participate in this promotion. By entering, participants signify and agree to these Official Rules and the decisions of Sponsor. Official Rules are subject to change at any time.

OVERVIEW: The 2021 Ultimate Captains Holiday Giveaway (the "Promotion") will accept entries from participants ("Entrants") into a random drawing. Promotion is sponsored by Captains For Clean Water, Inc. (the "Sponsor") located at 2031 Jackson St, Fort Myers, FL 33901. The Promotion begins at 12:00:01 AM Eastern Time ("ET") on November 20, 2021, and entries will be accepted through December 20, 2021, at 11:59:59 PM ET (the "Promotion Period"). Time keeping device of the Sponsor is the official clock of the Promotion.

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT PURSUANT TO FLORIDA LAW ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED HEREUNDER, WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: The Promotion is open to legal residents of the fifty United States and the District of Columbia who are at least 18 years of age or older at the time of entry. The Promotion is being conducted under Florida law and all applicants should recognize that this Promotion may be void or prohibited by Entrant's state or territory. The Promotion is void in Puerto Rico, Guam, the Virgin Islands, outside the U.S., and countries and locations outside of the United States and wherever else prohibited by law. Further, Captains For Clean Water (the "Sponsor"), its subsidiaries, affiliates, advertising agencies, including any Entrants who provide services in connection with this Promotion (collectively "Sponsor Affiliates"), Captains For Clean Water's employees, agents, directors, officers (including members of their immediate family i.e. spouse, mother, father, mother-in-law, father-in-law, grandmother, grandfather, brothers, sisters, children, and grandchildren of the same household) of Sponsor or any Sponsor Affiliates are not eligible to participate.

HOW TO ENTER: To enter, Entrants will visit www.captainsforcleanwater.org/holidaygiveaway, provide all required information on the online form, and submit the form as instructed. Limit one entry per person. By entering, you will receive the Captains For Clean Water email newsletter. You may unsubscribe from receiving the newsletter at any time, and you will remain eligible to win. If Sponsor receives more than one entry for any Entrant, including entries under variations of name or email address, Sponsor reserves the right to void all such entries. Sponsor is not responsible for late, lost, or misdirected entries. Incomplete or illegible entries will not be accepted. Entries by any automated process or bot, or by any third party, or website or online service, including without limitation commercial promotion subscription notification or entering services, are ineligible and shall be void. Receipt of entry confirmation from Sponsor as well as any statement on the Promotion website or by a representative of Captains For Clean Water that a given entry was received is SUBJECT TO THE PROCEDURES SET FORTH HEREIN AND IS OF NO LEGAL EFFECT AND IN NO WAY BINDING UPON CAPTAINS FOR CLEAN WATER. Entries become the property of Sponsor on receipt and will not be acknowledged.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://captainsforcleanwater.org/privacy-policy/>.

PRIZES: There are four (4) Prize Packages available to be won. The total Approximate Retail Value ("ARV") of all Prize Packages is: \$2,400. ARV is as of date of drafting these Official Rules. The difference in value of prize as stated herein and value at time of prize notification/award, if any, will not be awarded. The prizes are provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a purpose, are hereby disclaimed by the Sponsor, Host, and their employees, directors, and agents ("Released Parties"). All prize details are at Sponsor's sole discretion. Any costs, taxes and expenses associated with prize acceptance and use not specified herein as being provided are Winners' sole responsibility.

Grand Prize – The Carter Andrews Experience

- A Customized Experience with renowned angler and guide Carter Andrews (the "Experience")
 - Sponsor will coordinate contact between Winner and Carter Andrews (the "Host"). Winner will communicate directly with Host to discuss and customize a unique experience for the Winner with Host. The terms and details of the Experience are at the sole discretion of the Host and subject to Host approval.
 - Taxes, fees, and expenses related to the Experience are the sole responsibility of the Winner. The Experience is offered with no guarantees. All warranties, whether express or implied, including the warranties of merchantability and fitness for a purpose, are hereby disclaimed by the Released Parties. Any costs and expenses associated with Experience acceptance and use not specified herein as being provided are Winner's sole responsibility. Sponsor and Host will not refund or reimburse Winner for any expenses.
 - Winner is responsible for their own logistics including coordinating and securing their own travel, insurance, accommodations, meals, and other logistics related to the prize unless specified otherwise by Host.
 - Sponsor is not responsible for the Experience oversight, planning, coordination, execution, booking, logistics, expenses, or other actions, and will not have any further involvement or duties other than arranging the initial contact between Winner and Host.
 - Host reserves the right to cancel or revoke the Experience at any time for any reason. Host will discuss Experience planning, coordination, logistics, and other Experience details with Winner, but is not contractually bound and provides no guarantees.
 - If the Winner is unable or unwilling to facilitate or attend an Experience with Host, they have first right of refusal to forfeit their successful win and the 2nd Prize winner will receive the Experience, followed by the subsequent Winners. If none of the four (4) Winners can accept the Experience, a new Winner will be drawn from all eligible entries. The Experience is non-transferable by the Winner and may not be substituted or reimbursed.
 - Experience Winner is subject to security and background checks and will be required to sign the required releases outlined below including Liability Release.
- \$500 Costa Gift Card
- 1 Orvis Fly Rod and Reel
- 1 YETI Panga Duffel
- 1 Captains x Orvis Hoodie Shirt

- 1 Captains x YETI 30oz Rambler
- 1 Captains x YETI 20oz Rambler
- 3 Captains For Clean Water Hats
- 1 Annual Captains For Clean Water Membership

2nd Prize – The Adventure-Seeker

- 1 YETI Hondo Base Camp Chairs
- 1 Captains For Clean Water Performance Shirt
- 1 Captains x YETI 30oz Rambler
- 1 Captains For Clean Water SeaDek Mat
- 2 Captains For Clean Water Hats
- 1 Captains For Clean Water License Plate
- 1 Annual Captains For Clean Water Membership

3rd Prize – The Waterman

- 1 YETI Bucket
- 1 Captains x Simms Men’s Shirt
- 1 Captains x Simms Women’s Shirt
- 1 Captains For Clean Water SeaDek Fish Ruler
- 1 Captains x YETI 20oz Rambler
- 1 Captains For Clean Water Hat
- 1 Captains For Clean Water Boat Flag
- 1 Annual Captains For Clean Water Membership

4th Prize – The Essentials

- 1 Captains x YETI 10oz Rambler
- 1 Captains For Clean Water Hat
- 1 Annual Captains For Clean Water Membership

ODDS; DRAWING: Odds of winning depend on the total number of eligible entries received. The Promotion Drawing will take place on or about December 21, 2021. Winner will be randomly drawn from all eligible entries received. Potential Winners will be announced on Captains For Clean Water Instagram channel on December 25, 2021.

WINNER NOTIFICATION & VERIFICATION: Potential Winners will be notified by email or phone within seven (7) business day after being selected in a random drawing by Sponsor or its representative. Potential Winners are not winners of any prize until their eligibility has been verified and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor’s website or on any other location indicates that an Entrant has won. Once Sponsor attempts notification, if a Potential Winner cannot be contacted within forty-eight (48) hours or is unresponsive from time of notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, or if any notification is returned as undeliverable; then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries. All Potential Winners are subject to eligibility verification by Sponsor, whose decisions are final and binding.

AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED. Entrants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent.

Potential Winner(s) will be required to sign and return, within seven (7) days of notification, an affidavit of eligibility, liability waiver, an IRS W-9 Form (for prizes over \$600), and a publicity release (collectively, "the Releases"). These Releases will require the Winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate Winner may be selected.

In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor may ask any Entrant or Potential Winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Promotion.

PRIZE FULFILLMENT; REQUIREMENTS: If a prize notification or Prize is returned as undeliverable, or if Winner is found to be ineligible or not in compliance with these rules, that Winner will be disqualified, and the Prize may be awarded to an alternate Winner in a separate random drawing from all eligible entries. Only two (2) alternate Winners may be determined through this process, after which the prize may remain un-awarded. Sponsor, in its sole discretion, reserves the right to substitute prize(s) of equal or greater value if an advertised Prize becomes unavailable. No more than the advertised number of prizes will be awarded. Sponsor's determinations regarding the awarding of Prizes is final. No Prize substitutions or reimbursements except as provided herein. Prizes are not transferable and may not be given, bartered, sold, or exchanged for cash or another prize, except at Sponsor's sole discretion due to Prize unavailability for any reason and then only for a prize of equal or greater value. Winner is entirely responsible for arranging for pickup, shipping, and delivery of prizes at the discretion of the Sponsor. For any Prize over \$600 in value, the Potential Winner will be required to complete and sign an IRS Form W-9. In compliance with US IRS regulations, Sponsor will send a Form 1099-MISC to any Winner receiving a prize valued in excess of \$600 (USD), which requires disclosure to Sponsor of the Winner's social security number. Winner remains solely responsible for paying all federal, state and other taxes in accordance with the laws that apply in the Winner's state of residence.

WINNERS LIST: For a list of the winners, including first name and last initial, send an email to info@captainsforcleanwater.org with subject line: The Ultimate Captains Holiday Giveaway Winners List. Winners List requests must be received no later than December 27, 2021.

PUBLICITY: Except where legally prohibited, participation in the Promotion and acceptance of a prize constitutes Winner's agreement and consent to the use of Winner's names, likenesses, photographs, voices, opinions and/or hometowns and states for promotional purposes in any media now known or hereafter devised, worldwide, without further payment or consideration, notice, review or approval.

RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY: Winner agrees to release the Released Parties from any and all liability, loss, damage or injury resulting from prize, prize award, receipt, possession, use and/or misuse of any prize awarded and acknowledges that Sponsor, Host, and their employees and agents have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Sponsor makes no warranties whatsoever with respect to any prizes, and prizes are awarded solely with the limited warranties set forth in the prize documentation. Further, by participating in the Promotion, all participants agree to forever and irrevocably release and hold harmless the Sponsor, Host, Released Parties from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including attorneys' fees) (collectively, "Losses") which may occur in connection with (a) the Promotion or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of any prize or component thereof, or (c) participation in any Promotion-related activity or prize-related activity including without limitation in each case any Losses that may be caused or contributed to by (1) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, or any of their independent contractors or any other person or entity not an employee of any of the Released Parties, or (2) any other cause, condition or event whatsoever beyond the control of any of the Released Parties. In addition, by participating in this Promotion, each Entrant agrees to indemnify and hold harmless the Released Parties from and against any and all damages, losses, costs and expenses (including amounts paid in settlement and reasonable attorneys' fees) incurred by any of the Released Parties in connection with any third-party claim, demand, liability, suit, proceeding or action arising out of or resulting from (i) breach or alleged breach of any representations, warranties or agreements of participant, or (ii) the use or misuse of any Prize or component thereof.

By participating in the Promotion, Entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules or acting in an unsportsmanlike or disruptive manner may result in disqualification from the Promotion. Sponsor reserves the right to: (i) permanently disqualify from any Promotion it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw a method of Entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion). If for any reason this Promotion is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion at which time, Sponsor will conduct a random drawing from among all eligible Entries received at the time of the Promotion termination. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term or provision of these Official Rules shall not constitute a waiver of that term or provision.

Entrant hereby agrees to indemnify, defend, and hold harmless Sponsor and Host from and against any and all losses, claims, damages (including reasonable attorney's and consulting fees and expenses, court costs, and all other out-of-pocket expenses), consequential and incidental damages, liabilities, fines, penalties, charges, interest, administrative, and judicial proceedings and orders, judgments, remedial action requirements and response costs, enforcement actions of any kind, liabilities, and all costs and expenses incurred or claims in connection therewith incurred or suffered by Sponsor directly or indirectly resulting in full or in part from any claim by the Entrant or related third party concerning these Official Rules.

DISPUTES; GOVERNING LAW: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in connection with the Promotion and in no event will any Entrant be permitted to claim attorneys' fees or other legal costs; and (b) under no circumstances will any Entrant be permitted to obtain awards for, and Entrants hereby waive all rights to claim punitive, incidental, consequential, and special damages and any other damages and lost profits, other than actual out-of-pocket expenses not to exceed Ten Dollars and 00 Cents (\$10.00); and (c) each Entrant hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants, Sponsor, Host, or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules, law doctrine, or provisions that would cause the application of any other laws. All Entrants who enter the Promotion agree to submit to the exclusive jurisdiction of the courts located in the State of Florida and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Promotion or Official Rules.

SPONSOR AND/OR HOST SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

PRIVACY: Information collected through the administration of the Promotion is subject to and may be used and shared by Sponsor in accordance with Sponsor's Privacy Policy at <https://captainsforcleanwater.org/privacy-policy/> and applicable law. Personal information collected will be stored on servers located in the United States and may be accessible to U.S. law enforcement, courts, and other governmental institutions pursuant to the laws of the United States.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.captainsforcleanwater.org/holidaygiveaway, or send a self-addressed, stamped envelope by December 20, 2021, to: Captains For Clean Water 2021 Holiday Giveaway Attn: Official Rules Request, PO Box 1653, Fort Myers, FL 33902.