

The World's Finest Skiff Raffle
Promotion runs from June 15, 2022 to December 1, 2022

THE WORLD'S FINEST SKIFF RAFFLE PRESENTED BY CAPTAINS FOR CLEAN WATER
OFFICIAL RULES

Captains For Clean Water, Inc., a Florida Not for Profit Corporation and 501(c)(3) Charitable Organization that is a Qualified Nonprofit Organization in Texas, announces its 2022 charitable raffle, The World's Finest Skiff Raffle, to be conducted for the following Grand Prize:

- One (1) 2022 Hell's Bay Eldora Skiff, 17' YETI Edition, including a Yamaha 25hp Motor; One (1) Custom SeaDek Floor Kit; One (1) Ram-Lin Aluminum Trailer; One (1) Raymarine Axiom 7 GPS; and One (1) Stiffy 22' Guide Series Push Pole.
- One (1) YETI Tundra 75 Hard Cooler;
- One (1) YETI Hopper Flip 8 Soft Cooler;
- One (1) YETI Panga 50L Duffel;
- One (1) YETI Panga 75L Duffel;
- One (1) YETI Panga 100L Duffel;
- One (1) YETI Loadout GoBox 30;
- One (1) YETI Loadout 5-gallon bucket;
- One (1) YETI Hondo Base Camp Chair;
- One (1) YETI Rambler Large Bottle Sling;
- One (1) YETI Camino 35 Carryall;
- One (1) YETI Camino 20 Carryall;
- One (1) YETI Hopper M30 Soft Cooler;
- One (1) YETI Rambler 64oz bottle with Chug Cap;
- One (1) YETI Panga 28L Backpack;
- Two (2) YETI Sidekick Dry Gear Cases;
- One (1) YETI Rambler One Gallon Jug.

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

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

RAFFLE ENTRY PERIOD: The World's Finest Skiff Raffle (the "Charitable Raffle") begins at 12:00:01 AM ET on June 15, 2022 and ends at 11:59:59 PM ET on November 25, 2022 (the "Charitable Raffle Period").

ELIGIBILITY: The Charitable Raffle is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of Entry. The Charitable Raffle is being conducted under Florida law and all applicants should recognize that this Charitable Raffle may be void or prohibited by Entrant's state or territory. The Charitable Raffle is void in Puerto Rico, Guam, the U.S. Virgin Islands, countries and locations outside the United States, and any

other place prohibited by law. Further, Captains For Clean Water (the "Sponsor"), its affiliates, advertising agencies, price suppliers, including any Entrants who provide services in connection with this Charitable Raffle (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: Sponsor will make Entries available for the Charitable Raffle during the Charitable Raffle Entry Period. There is no purchase or donation necessary to participate in the Charitable Raffle. Sponsor will limit the number of Entries distributed to each drawing Entrant as set forth further below. All methods of Entry have an equal chance of winning. All Entries become the property of the Sponsor and will not be returned. **Receipt of a ticket stub from Sponsor as well as any statement on the Charitable Raffle's website or by a representative of Sponsor that a given donation entry was received is SUBJECT TO THE PROCEDURES SET FORTH HEREIN AND IS OF NO LEGAL EFFECT AND IN NO WAY BINDING UPON SPONSOR.**

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/>.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Winner's name, prize won, hometown, likeness, video, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Sponsor shall identify and indicate, as well as verify each Entry. Sponsor will not arbitrarily remove, disqualify, disallow, or reject any Entrant or discriminate in any manner between Entrants who gave donations to Sponsor and those who did not give donations. Sponsor does, however, reserve the right to eliminate Entries that do not comply with the Entry requirements set forth above or are not timely received.

There are two (2) ways to enter.

Method #1: Donation Entry. During the Charitable Raffle Period, the Sponsor suggests a minimum donation of at least \$50.00 for each entry made payable to Captains For Clean Water, Inc. via online at <https://captainsforcleanwater.org/2022hbaffle/> (an "Online Donation") to receive one (1) Entry into the Charitable Raffle (the "Donation Entry"). If making an Online Donation, provide all required information on the online form to make your donation, including all required contact information, and submit the form as instructed. Entrants submitting an Online Donation will be emailed a confirmation associated with his/her Entry. All donations received in connection with this Charitable Raffle will be used for charitable purposes. **Donation Entries must be received between 12:00:00 AM ET on June 15, 2022 and 11:59:59 PM ET on November 25, 2022.**

Method #2: Alternate Method of Entry ("Mail-in Entry"). To enter without purchase or donation, Entrant must mail to the Sponsor a ruled/lined postcard including your name, complete address, email address and phone number (the "Mail-In Entry") to the following address to receive one (1) entry into the Charitable Raffle which is the limit on the number of entries available to each drawing

Entrant utilizing this alternate method of entry: Captains For Clean Water 2022 Charitable Raffle, PO Box 1653, Fort Myers, FL 33902. A Mail-In Entry must be received between June 15, 2022 and November 18, 2022 or such entry is void. Entrants who send in an eligible Mail-In Entry will be added to the online database of valid entries. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries. Although subsequent attempts to enter may be received, only one entry received from Entrant utilizing this alternate method of entry will be eligible; subsequent attempts by the same person to enter, including Entries submitted with an alternate email address, will be disqualified.

IDENTIFYING WINNER THROUGH RANDOM DRAWING: The Charitable Raffle's Winner will be selected in a random drawing at 7:00 PM CT on December 1, 2022 at 220 South Congress Ave., Austin, TX 78704. It is understood that given the potential of COVID-19, the location of the drawing may be altered or, alternatively, will take place at another specific location on the date, hour and time as set forth above. As event nears, Sponsor will announce any changes to the final Drawing Event date, time, and location at <https://captainsforcleanwater.org/2022hbaffle/>.

WINNER NOTIFICATION & VERIFICATION: One (1) potential Winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, 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. The Grand Prize will be awarded and ready for pickup within approximately 45 days after the Winner is verified. Failure to complete the Releases, establish eligibility, or pick up the Grand Prize during the allotted time as described in these Official Rules will result in the Winner being disqualified. Winner must have proof of a valid U.S. driver's license from his or her state or place of residence in the United States and proof of insurance to take delivery of Grand Prize; noncompliance may result in forfeiture of the Grand Prize.

If a Grand Prize notification is returned as undeliverable or if Winner is disqualified, the Grand Prize may be awarded through a separate random drawing held within 30 days to an alternate Winner, who must also complete the Releases, establish eligibility, and pick up the Grand Prize. Up to two (2) alternate Winners may be determined through this process, after which the Grand Prize may remain un-awarded.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: There is one (1) Grand Prize available to be won. Grand Prize includes:

- One (1) 2022 Hell's Bay Eldora Skiff, 17' YETI Edition, including a Yamaha 25hp Motor; One (1) Custom SeaDek Floor Kit; One (1) Ram-Lin Aluminum Trailer; One (1) Raymarine Axiom 7 GPS; and One (1) Stiffy 22' Guide Series Push Pole.
- One (1) YETI Tundra 75 Hard Cooler;
- One (1) YETI Hopper Flip 8 Soft Cooler;
- One (1) YETI Panga 50L Duffel;
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- One (1) YETI Loadout GoBox 30;

- One (1) YETI Loadout 5-gallon bucket;
- One (1) YETI Hondo Base Camp Chair;
- One (1) YETI Rambler Large Bottle Sling;
- One (1) YETI Camino 35 Carryall;
- One (1) YETI Camino 20 Carryall;
- One (1) YETI Hopper M30 Soft Cooler;
- One (1) YETI Rambler 64oz bottle with Chug Cap;
- One (1) YETI Panga 28L Backpack;
- Two (2) YETI Sidekick Dry Gear Cases;
- One (1) YETI Rambler One Gallon Jug.

The ARV of the Grand Prize: \$44,945.00. 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.

Taking Delivery of the Grand Prize: Winner must take delivery of the Grand Prize from Sponsor in Titusville, FL and Winner is responsible for all costs and expenses associated with traveling to Titusville, FL or the coordination and any cost of delivery of the Grand Prize from Titusville, FL. Any upgrades and options not listed as part of the Grand Prize are at the sole expense of Winner. Color, package, factory options, and other prize specifics to be determined by Sponsor in its sole discretion and are subject to availability. Winner will be responsible for any and all costs associated with the collection and use of any component of the Grand Prize, including but not limited to: optional equipment, freight and prep, title, license, insurance, registration fees, and any travel and transportation costs associated with collecting the Grand Prize. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF WINNER.** All other costs not specifically stated herein are the responsibility of Winner.

The total ARV of all prizes available to be won: \$44,945.00

Odds of winning will depend upon the total number of eligible entries received.

PRIZE CONDITIONS: The Grand Prize is not redeemable for cash. The Grand Prize is not assignable or transferable. No substitution is permitted except if the Grand Prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on the Grand Prize not specified herein are the winner's sole responsibility.

SPONSOR 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 GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Charitable Raffle and their agents do not make, nor are in any manner responsible for any warranty, representations,

expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the Grand Prize being offered, except that each element of the Grand Prize shall be subject to its manufacturer's standard warranty (if any). Once the Grand Prize has been delivered to the Winner as provided in these Official Rules, the Grand Prize is considered awarded.

ENTRANT AGREEMENT AND RELEASE: Participating Entrants agree to these Official Rules and the decisions of Sponsor, and release Sponsor, its affiliated entities, and its employees, officers, directors, contractors, representatives and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Charitable Raffle, and the acceptance and use/misuse of the Grand Prize offered. Entrants, including the Winner, assume all liability for any injury or damage caused or claimed to be caused, by participation in this Charitable Raffle or use/misuse or redemption of the Grand Prize. Sponsor is not responsible for any typographical or other error in the printing of the Official Rules or the offer, administration of the Charitable Raffle or in the announcement of the Grand Prize.

In the event of a dispute over the identity of an Entrant, an 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 Charitable Raffle. By participating in the Charitable Raffle, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Charitable Raffle Administrator, which are final and binding in all matters relating to the Charitable Raffle. Failure to comply with these Official Rules may result in disqualification from the Charitable Raffle. Sponsor reserves the right to: (i) permanently disqualify from any Charitable Raffle 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 Charitable Raffle). If for any reason this Charitable Raffle 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 Charitable Raffle, 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 Charitable Raffle, at which time, Sponsor will conduct a random drawing from among all eligible Entries received at the time of the Charitable Raffle termination.

RULE DECISIONS AND DISCRETION: All interpretations of these Official Rules and decisions of Sponsor in all matters related to the Charitable Raffle are final. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant. Grounds for disqualification include but are not limited to: (a) tampering with the Entry process or the operation of the Charitable Raffle; (b) acting in violation of these Official Rules; or (c) acting in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Charitable Raffle may be pursued to the full extent of the criminal and civil laws, and the Sponsor reserves the right to seek damages from any such person.

NOTIFICATION, PUBLICITY, AND MARKETING: Upon receipt of notification, Winner authorizes the use of his/her name, image and likeness, on the Captains For Clean Water website, advertisements and all media forms to promote the success of the Charitable Raffle and future raffles by Captains For Clean Water.

NO LIABILITY AND INDEMNIFICATION: Entrant hereby agrees to indemnify, defend and hold harmless Sponsor from and against any and all losses, claims, damages (including attorney's fees and costs), 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 (including reasonable attorney's and consulting fees and expenses, court costs, and all other out-of-pocket expenses) incurred or suffered by Entrant directly or indirectly resulting in full or in part from any claim by the Sponsor which are the subject matter of these Official Rules.

LEGAL WARNING: 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 CHARITABLE RAFFLE, 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.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Charitable Raffle will 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 or provisions that would cause the application of any other laws.

BY ENTERING THE CHARITABLE RAFFLE, ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHARITABLE RAFFLE, OR ANY PRIZE AWARDED HEREUNDER, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION THROUGH THE FOLLOWING THREE STEP PROCEDURE:

1. Good Faith Negotiation which is a requirement that the Entrant contact

Sponsor to address any such claims. This good faith attempt can be met by an in-person contact, telephone call, or email exchange between the Entrant and the Sponsor.

2. **Non-Binding Mediation.** In the event that the Entrant and Sponsor do not agree upon any disputes arising or relating to his matter, then, in such event, the Parties agree to submit to Non-Binding Mediation by selection of a Florida Bar Member qualified to conduct civil Mediation. Such Non-Binding Mediation shall occur at a venue located in Lee County, Florida which will accommodate any such Non-Binding Mediation. If any disputes arise as to the location or selection, then in such event the Parties submit their selection of Mediator and location to the Lee County Bar Association Mediation/Arbitration Division whose address is: 2077 First St #207, Fort Myers, FL 33901.
3. **Binding Arbitration.** If in the event Non-Binding Mediation fails to resolve all issues existing between Entrant and Sponsor, then, in such event, the Parties agree to submit all claims or disputes arising out of or relating to the Charitable Raffle to Binding Arbitration in accordance with Florida Statute 682 et seq. The Parties will agree upon a Florida Bar Member qualified to conduct business arbitrations. If the Parties cannot agree upon selection of a single member Arbitrator, who is qualified pursuant to Florida Rules of Court Appointed Arbitrators, Section 11.020, then, in such event, the Parties agree that the Arbitrator selection shall be made by the Lee County Bar Association. The Parties further agree that Florida Statute 682 et seq. will govern the conduct of the Binding Arbitration and that the prevailing party in such Binding Arbitration shall be awarded reasonable attorney fees and costs. Each Party will equally bear the costs of the Arbitrator conducting the proceedings.

It is further understood that Entrant hereby knowingly and expressly waives all rights to seek punitive, incidental, consequential, special damages, lost profits and/or any rights to damages multiplied or otherwise increased.

PRIVACY: Personal information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://captainsforcleanwater.org/privacy-policy/>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <https://captainsforcleanwater.org/2022hbaffle/> or send a self-addressed, stamped envelope by December 1, 2022, to: Captains For Clean Water 2022 Charity Raffle Attn: Official Rules Request, PO Box 1653, Fort Myers, FL 33902.

CHARITABLE RAFFLE WINNER CONFIRMATION REQUEST: For a written confirmation of the Winner (available after December 2, 2022) send a stamped, self-addressed envelope (no later than December 31, 2022) to: **Captains For Clean Water 2022 Charitable Raffle** Attn: Winner Confirmation Request, PO Box 1653, Fort Myers, FL 33902.

SPONSOR: Captains For Clean Water, PO Box 1653, Fort Myers, FL 33902

CHARITABLE RAFFLE ADMINISTRATOR: Captains For Clean Water, PO Box 1653, Fort Myers, FL 33902; Phone: 866-670-2329

Void outside the U.S., in Puerto Rico, Guam, the U.S. Virgin Islands and any other location where prohibited by law.