

## Watercraft Superstore's Unboxing Contest Official Rules

1. **Timing:** The **Watercraft Superstore UNBOXING CONTEST** (the “Contest”) occurs every two weeks, beginning on February 18th, 2019 at 12:00 a.m. EST and the Winner will be notified on 5 business days after the close of the contest. Sponsor’s clock is the official clock of the Contest.
2. **Timing/Eligibility:** The Contest is open to legal residents of the 50 United States and the District of Columbia who are at least 18 years old and have a YouTube® account (all eligible participants that enter the Contest are referred to herein as “Entrants”). Children under 18 years of age who wish to participate may appear in a submission video but must have a parent submit on their behalf to enter the contest. YouTube® accounts are free. The Contest is void in Puerto Rico, Guam, U.S. Territories and outside of the United States, and where restricted or prohibited by law, including in the states of Arizona, Colorado, Maryland, Nebraska, New Jersey, North Dakota, Rhode Island, Tennessee, and Vermont. Employees of Watercraft Superstore (the “Sponsor”), its affiliates and their advertising, promotion and production agencies, and their immediate families (spouses, parents, children, and siblings and their spouses) and household members (whether related or not), are not eligible to participate. The Contest is subject to all state, federal and local laws and regulations and is void where prohibited. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules.
3. **How to Enter:** To enter the Contest, Entrants must:
  - Unboxing video must be posted on 2 out of the 4 following social media platforms: Facebook, Instagram, Twitter, or YouTube.
  - If posting on Instagram, video must be less than 120 sec long.
  - If posting on Twitter, video must be less than 140 sec long.
  - If posting on Facebook or YouTube, video must be 1-5 minutes long.
  - If using YouTube, please include your YouTube link in your Facebook post or Instagram bio.
  - Make sure you tag @WCSS.net #WatercraftSuperstore in your post.

To upload the video, log onto your social media account and post a video of your Watercraft Superstore unboxing for the applicable Entry Period in compliance with these Official Rules (each qualifying video, a “Submission”). In order for your Submission to qualify you to enter the Contest, the Submission and the circumstances surrounding your Submission must satisfy the following conditions: (a) the Submission must be at least 30 seconds but not exceed five minutes, depending on platform; (b) the Submission must include the mention of or show Watercraft Superstore products; (c) the Submission must be posted during the applicable Entry Period; (d) the Submission must be uploaded in accordance with YouTube’s [Terms of Service](#) and [Community Guidelines](#); and (e) the Submission must comply with any other terms or conditions of these Official Rules.

By uploading your Submission, you agree that your Submission conforms to the Video Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Watercraft Superstore, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Official Rules.

By uploading your Submission, you further acknowledge that your Submission may be posted on the Watercraft Superstore Facebook® page, Instagram® page, Twitter® page, YouTube® Channel, Share Space Design Blog or any other digital property owned or licensed by Watercraft Superstore and that it will be sharable by others.

**Video Guidelines:**

- The Submission must be Entrant’s own original work;
- The Submission must be in English;
- The Submission’s caption/description must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind

**Content Restrictions:**

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Watercraft Superstore or any other person or party affiliated with the Promotion, or any other person or third party;
- The Submission must not contain brand names or trademarks other than Watercraft Superstore and its licensed brands.
- The Submission must not contain images, artwork, or other creative work not created by Entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created; and
- The Submission must not show Watercraft Superstore products being used in a way that is deemed unsafe or inappropriate.

Multiple entries per YouTube® account are permitted during the Entry Period, but only one submission per video is valid. You must have internet access and a YouTube® account in order to enter the Contest. If you do not have a YouTube® account, one can be created for free by visiting <https://www.YouTube.com/>. Entrants agree to be bound by these Official Rules.

4. **Selection of the Winner:** First, second, and third place winners will be determined based on specified criteria as described in the Judging Phase process outlined below. The odds of winning depend on the number of eligible entries received throughout the Entry Period.

**Judging Phase:** During the Judging Phase, a panel of qualified judges determined by Watercraft Superstore, in its sole discretion, will select the one (1) winner from among all eligible Submissions based on the following criteria (“Judging Criteria”):

- Product Promotion (40%)
- Excitement/Energy (40%)
- Creativity (20%)

In the event of a tie, the Entrant(s) whose Submission(s) received the highest score(s) for creativity, as determined by the qualified judges, in their sole discretion, will be deemed the applicable finalist. Decisions of the judges are final and binding.

The winner will be notified by email. Watercraft Superstore's selection of the winner is final. Watercraft Superstore and its agents will not be liable for inability to notify the winner or any finalist, whether due to inaccurate entry information, change of email address or otherwise. The winner will have fifteen (15) business days from notification to claim their prize and if they do not respond in this time period, he or she will be deemed to have forfeited the prize.

5. **Prizes (awarded every 2 weeks)**

All prizing will be issued after the end of the Voting Period. Prizes are subject to the following restrictions: Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Watercraft Superstore. All prizes will be awarded and are not transferable or redeemable for cash. The winner is responsible for all federal, state and local taxes on the prize. Watercraft Superstore is not responsible for lost or stolen merchandise. Any portion of the prize not used by winner is forfeited and no cash substitute will be offered. By entering this Contest and accepting the prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest- or prize-related activity. The winner understands and agrees that Watercraft Superstore has the right, in their sole discretion, to disqualify and remove the winner from any activity at any time if the winner’s behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Watercraft Superstore or otherwise violates the policies of the prize providers, and in such a case, the winner will still be solely responsible for all taxes and other expenses related to the prize. All prize details are at Watercraft Superstore's discretion.

6. **Release:** Watercraft Superstore will require the winner to sign and return an affidavit of eligibility and liability release form and a W-9 form as a condition to receive the prize. If such documents are not returned within

the time period requested, or if an Entrant is found to be ineligible or if he/she does not comply with the Official Rules, then the winner will be disqualified and forfeit their prize.

7. **Entry:** Entries submitted to YouTube® will be deemed made by the authorized YouTube® account holder, at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to a YouTube® account. In the event of a dispute, the Entrant may be required to provide proof that he/she is the authorized account holder of the YouTube® account associated with the winning entry. Entries may only be submitted by a single registered YouTube® account user; group submissions are prohibited. Multiple entries per YouTube® account are permitted during the Entry Period; multiple submissions of the same video are not valid. Normal internet access and Device usage charges imposed by your on-line service may apply. Videos submitted cannot contain copyrighted materials owned by third parties and must be Entrant’s original creation and not copied, in whole or in part, from any other work.
  
8. **Release, Limitations on Liability:** By entering this Contest, each Entrant releases and holds harmless YouTube® and Watercraft Superstore (Released Parties) and its parent companies, employees, officers and agents, and affiliates from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, personal injury, death or damage to or loss of property in connection with participation in and use or misuse of the prize or for any cause of action based on publicity rights, copyright infringement, defamation or invasion of privacy or merchandise delivery.
  
9. **Publicity Release:** Except where legally prohibited, by participating, each Entrant consents to the use of his/her name, likeness and image, YouTube® account information, video, voice, opinions, and city and state of residence in print, broadcast, Internet and other media – that exist now and those that might be developed in the future – for advertising, promotional and/or marketing purposes without additional compensation, limitation, restriction, notice, review or approval. For each individual that is under 18 years of age that appears in a Submission, a parental consent and release will be required in order to participate in the Contest. In situations where more than one child under the age of 18 appears in a Submission, such Submission will not be considered complete until the parental consent and release of all children under the age of 18 is received by Watercraft Superstore. All parental consent and releases must be received before the close of the Entry Period. By entering, you grant the released Parties a royalty-free, irrevocable, perpetual, non-exclusive license to reproduce, publish, modify and exploit the Submission on a worldwide basis in any manner for marketing or promotional purposes without compensation or notice to you. Sponsor is not responsible for any unauthorized use of the Submission by third parties.
  
10. **No Tampering; Right to Cancel, Modify:** Watercraft Superstore and its agents are not responsible for incorrect or inaccurate entry of information, technical malfunctions, human error, lost/delayed data

transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, entry materials that have been tampered with, or entries that are illegible, incomplete, late, lost or damaged or for any injury or damage to Entrant's or any other person's computer related to or resulting from participation or downloading any material in this promotion. Watercraft Superstore may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants or Watercraft Superstore's representatives. Watercraft Superstore reserves the right to cancel, terminate, modify or suspend this promotion if it becomes technically corrupted or if is not capable of running as planned, including due to infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Watercraft Superstore which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion. This Contest is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws. Watercraft Superstore reserves the right to correct typographical errors in any Contest-related materials.

11. **Disputes:** By entering the Contest, you hereby represent and warrant that you have read these official rules and are fully familiar with its contents. By entering the Contest, Entrants agree that any disputes, claims, and causes of action arising out of or connected with the Contest, or any prize awarded, shall be resolved individually, without resort to any class action and all claims, awards and judgments shall be limited to actual out of pocket costs incurred in connection with entering Contest, but in no event attorneys' fees. No Entrant is permitted to obtain any award for, and waives all rights to claim punitive, incidental, or consequential damages. Except where prohibited, all issues and questions concerning the validity, construction, and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Contest, 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 (whether of the State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. In addition, any dispute relating to the Contest or Official Rules shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the Pinellas County, Florida. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
  
12. **Privacy Policy:** By entering the Contest, Entrants will be sharing their personal information with Watercraft Superstore. Personal information collected by Watercraft Superstore will be used for administration of the Contest and awarding the prizes.

13. **Third Parties:** This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube®. You are providing your information to Watercraft Superstore and you release and hold harmless YouTube® from any and all liability, claims or actions of any kind whatsoever for any injuries, damages or losses of any kind in connection with, either directly or indirectly, this Contest. YouTube® is property of their respective owners.