

## **GIVEAWAY TERMS AND CONDITIONS**

**No purchase is necessary to enter or win.  
A purchase does not increase the chances of winning.**

1. **Eligibility.** Tom's Marine Sales & Service Inc. ("Tom's") is giving away a single prize, a 2019 Polaris Sportsman 450 ("Prize") as part of Tom's 50<sup>th</sup> Anniversary customer appreciation celebration ("Giveaway"). The terms "you" and "your" herein refer to each individual entrant in the Giveaway. The Giveaway is a sweepstake. Tom's is the promoter/sponsor of this Giveaway with an address of 1389 W 200 S, Crawfordsville, IN 47933 and sales@tomsmarinesales.com. Please contact Tom's at either of these addresses if you have any questions about the Giveaway. The Giveaway is only open to persons who are at least eighteen (18) years old and who are legal residents of Indiana at the time of entry. The Giveaway is void where prohibited or otherwise restricted by law. Tom's and their employees, owners, sponsors, and contractors, and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, immediate family members (spouse, parents, step-parents, siblings, legal guardians, children, step-children, whether or not living in the same residence) and any non-immediate family members living in the same household of each within the last three months, are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations.

2. **Agreement to Rules.** By entering, you agree to be fully and unconditionally bound by these Giveaway Terms and Conditions, and you represent and warrant that you meet the eligibility requirement set forth herein. In addition, you agree to accept any decision of Tom's as final and binding as it relates to the Giveaway.

3. **Giveaway Period.** Entries will be accepted starting on January 7, 2019 at 8AM Eastern Standard Time and ending February 23, 2019 at 6:59 PM Eastern Standard Time ("Entry Period").

4. **How to Enter.** During the Entry Period, you can either: (a) go to Tom's Facebook and post on its wall a memory or photograph of an experience with Tom's in the last 50 years, using the hashtag #toms50thmemory or (b) send an email to sales@tomsmarinesales.com to submit a memory or photograph of an experience with Tom's in the last 50 years. In order to participate, you need internet access and a valid e-mail address or Facebook account. Limit one entry per person. Multiple entries per person, including multiple entries by the same entrant using different e-mails or accounts, will invalidate all entries submitted by that entrant for the entire Entry Period. All entries must be received by February 23, 2019 at 6:59 PM Eastern Standard Time. The Giveaway is in no way sponsored, endorsed, or administered by or associated with Facebook. If you submit your entry using Facebook, you understand that you are providing your information to Tom's and not to Facebook. By participating via the Facebook platform, you are also subject to Facebook's data policy and terms of use.

5. **Prize.** The verifiable retail value of the Prize is approximately \$5999.00. You are not guaranteed to win the Giveaway and your chance of winning is dependent on the total number of eligible entries received during the Entry Period. Notice of the Giveaway was publicized by Tom's on paper and on social media and total number of notices distributed is unknown. Actual or appraised value of the Prize may differ at the time the Giveaway is awarded. No cash or other substitution is or will be permitted, except at Tom's discretion. The Prize is nontransferable. Any and all applicable Giveaway related expenses, including, without limitation, any and all federal, state, and local taxes, shall be the sole responsibility of the winner.

6. **Winner Selection.** Only one winner will be selected at Tom's 50<sup>th</sup> Anniversary customer appreciation celebration on February 23, 2019. The winner will be selected in a random drawing from all eligible entries receive during the Entry Period.

7. **Winner Notification.** The winner will be announced at the February 23, 2019 celebration and notified only by e-mail or through the Facebook account used to submit the entry used within two (2) days following the winner section. The winner does not need to be present at the February 23, 2019 celebration to win. Tom's shall have no liability for a winner's failure to receive notice to the winner's spam, junk e-mail, or other security settings or for winner's provision of incorrect or otherwise non-functioning e-mail or Facebook account information. It is your sole responsibility to notify Tom's if your e-mail or Facebook account changes. To do so, send an e-mail to sales@tomsmarinesales.com with your name and new e-mail or Facebook account information. Tom's is not responsible for interrupted or unavailable network, server, or other communications, miscommunication, failed phone, computer hardware, or software transmission or technical failures, garbled or jumbled transmissions, or other errors of any kind whether human, mechanical or electric. Entry materials that have been tampered with or altered in any way are void. Once submitted, entries become the sole property of Tom's and will not be returned. If the selected winner cannot be reached, is ineligible, fails to claim the Giveaway within 72 hours from the time the award notification was sent, or fails to timely return a completed and executed Winner's Declaration and Release and W-9 as required, the Giveaway may be forfeited and an alternate winner selected. If disputed, an entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization.

8. **Further Terms.** The receipt by a winner of the Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these rules by any winner, at Tom's sole discretion, will result in such winner's disqualification as winner of the Giveaway and all privileges as winner will be immediately terminated. The winner must pick up the Prize from Tom's location within ten (10) days of notification or the Prize will be forfeited and an alternate winner will be selected.

9. **Publicity Release.** Except where prohibited by law, you hereby agree and consent, without further authorization, notice, compensation, or remuneration of any kind, to the use of your name, likeness, voice, photograph, performance, entry submission, personal statements, and/or biographical information in any and all advertising, promotions, and other publicity conducted by Tom's. By way of example and not of limitation, the winner will be publicly announced at the event on February 23, 2019 and on Tom's social media pages.

10. **Cancellation, Suspension, or Modification.** Tom's reserves the right to cancel, modify, or suspend the Giveaway and/or change dates or prizes (to a prize of equal or greater value) relating to the promotion in case of schedule changes, acts of God, force majeure events, computer viruses, bugs, corruption or unfairness of the security or administration of the Giveaway, or for any other reason at the sole discretion of Tom's.

11. **No Warranty.** YOU ACKNOWLEDGE THAT THE PRIZE IS PROVIDED TO YOU "AS IS" WITHOUT ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR REPRESENTATION CONCERNING THE APPEARANCE, SAFETY, OR PERFORMANCE OF THE PRIZE. TOM'S EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS. Tom's will not replace any lost or stolen Prize.

12. **Limitation of Liability.** You agree to release and hold harmless Tom's and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and/or directors from any and all liability, illness, injury, death, loss, litigation, claim, and/or damage that may occur, directly or indirectly, whether caused by negligence or not, from your participation in any way related to the Giveaway and/or your acceptance, possession, use, or misuse of the Prize or any portion thereof.

13. **Disputes.** The Giveaway is governed by the laws of the State of Indiana, without respect to conflict of law doctrines. As a condition of participating in this Giveaway, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action. You agree to submit to the personal jurisdiction and venue in Tippecanoe County, Indiana. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees and court costs. You further waive all rights to have damages multiplied or increased. In no event will you be entitled to any damages in excess of the Prize's value as stated herein or entitled to injunctive relief or equitable relief of any kind or restrain on the continuation of the Giveaway.