Pets On Board Photo Contest Rules

2018 MARINEMAX "PETS ON BOARD" SWEEPSTAKES

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

ELIGIBILITY

To enter the MarineMax "Pets on Board" Sweepstakes (the "Sweepstakes"), you must be (a) a citizen of the United States or a lawful permanent resident of the United States; and (b) 18 years of age or older at the time of entering the Sweepstakes. The Sweepstakes is void where otherwise restricted or prohibited by law. Employees of MarineMax, Inc. (the "Sponsor") and its affiliated companies, parents, subsidiaries, service partners, and advertising and promotion agencies (collectively, "Sweepstakes Entities"), and their IRS dependents, immediate families (i.e. parents, children, siblings, spouse) and members of their households (whether related or not), are ineligible to participate in this Sweepstakes. Multiple entries are not allowed.

HOW TO PARTICIPATE AND ENTER: NO PURCHASE IS NECESSARY

1. Upload a picture that captures your pet's best day on your boat to Instagram.

2. Include the hashtag '#MMXPets"

4. Include a description of the picture---Where was it taken? What makes it special to you?

5. After the entry period (dates below), MarineMax will randomly select a winner from the list of available entrants and announce the winner via Facebook, Twitter, and Instagram. The lucky winner will receive a MarineMax prize.

SWEEPSTAKES DATES

Entry Period: August 1, 2018 – October 31, 2018

Winner Announced: No later than November 30, 2018

PRIZES.

WINNER: One (1) winner will be randomly drawn from the pool of eligible entrant submissions by November 30, 2018. The winner will receive a MarineMax Pets on Board Gift Package valued up to $100.00. Sponsor will purchase the prizes and have them shipped directly to the winner's door anywhere in the United States within 31 days of the selection of the winner.

WINNER NOTIFICATION

Upon verification, the winner will be announced within 48 hours via the MarineMax social media accounts. The winner will have five (5) days to contact MarineMax (sarah.yasi@marinemax.com) with

their address for shipping. The winner will be identified via random selection from the pool of eligible entrant submissions. The Sponsor's decisions are based on its sole discretion and interpretation of these official rules, and are final and binding in all respects. If a potential winner does not respond to the notification comment within five (5) business days from the first notification attempt, then such entrant will be disqualified and an alternate winner will be selected.

CONDITIONS

The prize winner will be required to provide their social security number and execute an Affidavit of eligibility, a Liability Release and a Publicity Release (the "Affidavit/Release"), and other documents including but not limited to photo identification, tax documents, as applicable, except where prohibited by law. Such applicable documents must be returned by the date and/or time indicated or within ninety (90) days of receipt of such documents. If the potential winner fails to return such documents within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the official rules, then the potential winner will be disqualified, and an alternate winner will be selected through a random drawing by Sponsor from the remaining entries. If the prize or prize notification is returned as undeliverable, this will result in disqualification and an alternative winner will be selected. All federal, state or other tax (including income taxes) arising from this Sweepstakes will be the sole responsibility of the winner. Winning entries and prizes are not transferable; no prize substitutions are allowed except by Sponsor who reserves the right to substitute prizes with prizes of equal or greater value. Prizes cannot be redeemed for cash. The Sponsor, its affiliates and agencies are responsible for prize delivery only.

MISCELLANEOUS

This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants and their participating entities agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Sweepstakes Entities shall not have any liability for (i) any technical failures of any kind, including but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (ii) technical or human error which may occur in the administration of the competition; (iii) any malfunction of or damage to the prizes; or (iv) any restrictions or delays imposed by any customs authorities or any import or other taxes of any kind imposed by any taxation authority in respect of the prizes. Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion,

then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date. By participating, entrants completely release Instagram from any responsibility in conjunction with this sweepstakes. This sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

NO WARRANTIES. LIMITATION OF LIABILITY

Sponsor does not make any representation OR warranty with respect to the Prize, and disclaims ANY AND all EXPRESS AND IMPLIED warranties to the maximum extent allowed by law, including warranties of merchantability and fitness for a particular purpose with respect to the prizes. By entering, entrants and the winner agree to comply with all Official Rules, as stated and agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the winner, entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

RIGHT TO AMEND

Sponsor reserves the right to revise, amend, suspend or end the sweepstakes, or portions of the sweepstakes, without prior notice, if any portion of the sweepstakes is deemed to violate any local, state or federal regulations without liability to any entrants.

PRIVACY

Sponsor will not provide information to 3rd parties.

USE OF YOUR INFORMATION FOR MARKETING PURPOSES

By participating in the Sweepstakes, you grant both the Sponsor and any of its Marketing Partners the right to use your name, likeness and biographic information or other information submitted in connection with the Sweepstakes for marketing and promotional purposes including on Sponsor's website, social media pages or marketing literature, unless you specifically request in writing that we do not. Sponsor may disclose such information to companies and individuals we employ to perform functions on our behalf. Examples may include our Web server-hosting firm and site developers, data providers, data analyzers, marketing assistance providers, credit, and other employer/member service providers. These companies and individuals will have access to your personal information as necessary to perform their functions, but they may not share that information with any other third party.