

The MarineMax British Virgin Islands Charter Vacation Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** Open and offered only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico), who are 18 years of age or older (except residents of Alabama and Nebraska must be 19 years of age or older) at time of entry. Employees, officers and directors of MarineMax, Inc. (the "Sponsor"), and each of their respective parent entities, subsidiaries and affiliated companies, owners, shareholders, officers, directors, partners, agents, representatives and employees, advertising, promotion, or production agencies, any companies who are promotional participants or prize providers, web masters and web suppliers, and any companies who are performing work in MarineMax stores at the request of MarineMax (and their respective IRS dependents, immediate family members (parent, child, sibling and spouse) and individuals residing in their same household) are not eligible to participate. Void in Puerto Rico and where prohibited. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding.

2. **ENTRY PERIOD:** The Sweepstakes begins at 12:00:00 p.m. (noon) Eastern Time ("EST") on February 1, 2020 and ends at 11:59:59 p.m. EST on December 31, 2020 ("Entry Period").

3. **HOW TO ENTER:** Visit marinemax.com/vacations/charter-giveaway during the Entry Period. Follow the instructions to complete the entry form and confirm your agreement to the full Official Rules. **LIMIT ONE (1) ENTRY PER PERSON.** Any attempt by any person to obtain more than one entry may be disqualified. Sponsor's computer is the official clock for the Sweepstakes. For free entry, submit a handwritten card including name, phone number, email, and address to The MarineMax British Virgin Islands Charter Vacation Sweepstakes Entry, 2600 McCormick Dr, Suite 200, Clearwater, FL 33759. Requests must be received by December 31, 2020. By doing so, participant agrees to all Official Rules.

4. **RANDOM DRAWING:** Potential prize winner will be randomly selected on or about January 3, 2021, from among all eligible entries received by the entry deadline. The Sponsor, whose decisions are final and binding in all matters relating to the drawing, will conduct the drawing. Odds of winning depend on the number of eligible entries received.

5. **WINNER NOTIFICATION:** Potential winner will be notified via email. In the event a potential winner does not accept the prize, or if prize is not deliverable, or a potential winner is ineligible or not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate winner, at the Sponsor's sole discretion. Unclaimed prizes will not be awarded. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. The potential winner will be required to complete and sign a Prize Acknowledgement Form and Affidavit of Eligibility and Release. Each charter companion must also sign and return a release prior to starting the charter. All releases and undertakings set forth in these Official Rules must be executed and undertaken by the parent/legal guardian of any minor travel companion, both on behalf of themselves and the minor; and the minor must be accompanied by

his/her parent or legal guardian at all times during the trip. If the potential winner does not return documents in a timely manner, or accept the prize, or if the prize notification is not deliverable, or the potential winner is ineligible or not in compliance with these Official Rules, the Grand Prize will be forfeited and awarded to an alternate winner, time permitting and at the Sponsor's sole discretion.

6. Prize:

One (1) Prize: A MarineMax Vacations charter in the British Virgin Islands aboard the MarineMax 443 for seven (7) days and six (6) nights. Charter must be taken on one of four date options supplied by Sponsor. Transportation, provisioning, insurance, fuel, extras are not included. Winner is responsible for airfare, transportation, food and any other travel or hotel accommodations. Winner must qualify to operate the vessel and may have up to five guests. If the winner is not qualified to captain, a licensed captain from MarineMax can be hired.

The approximate retail value ("ARV") of the Prize is \$12,000. The actual value of the Prize may vary based on dates or trip, and any difference between actual costs and the ARV will not be awarded. All travel-related expenses not set forth herein, including ground transportation, luggage fees, meals, service charges, facility charges, gratuities, and incidental hotel and personal expenses are the sole responsibility of the Prize winner. Charter dates and charter boat model are subject to change and availability and restrictions may apply. Once the trip is booked, any changes made at the Prize winner's request are at his or her expense. Charter must be booked through Sponsor or their designees. The Prize winner and travel companions must have all required travel documentation (e.g. valid passport) prior to departure and are responsible for obtaining such travel documents; must charter on the dates specified by Sponsor, which are subject to change; and must comply with all airport and venue security requirements; or the Prize will be forfeited in its entirety and may be awarded to an alternate winner, at Sponsors sole discretion and time permitting. If the Prize winner or travel companions engage in behavior that (as determined by Sponsor or any prize provider in their sole discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and or the applicable venue reserves the right to disqualify winner from receiving his or her Prize. If the Prize winner elects to charter with less than five (5) travel companions, no additional compensation will be awarded in lieu thereof. If the Prize winner and his or her charter companions cannot charter within the specified timeline, the Prize will be forfeited. If any of the Prize winner's travel companions are deemed a minor in his or her state of residence, the Prize winner must be such minor's parent/legal guardian or such minor must be accompanied by his or her parent/legal guardian who shall count as one of the five (5) travel companions. No portion of the Prize is redeemable or exchangeable for cash. If any of the foregoing events or activities are delayed, postponed or cancelled for any reason, the charter portion of the Prize shall constitute full satisfaction of Sponsor's prize obligation to the Prize winner and no substitute or additional compensation will be awarded. Any unused portions of this Prize package will remain the property of the Sponsor. Sponsor will not replace any lost, mutilated, or stolen tickets. The Prize is nontransferable. The Prize winner will be issued an IRS Form 1099 for the retail value of the prize and is advised to seek independent counsel regarding the tax implications of his/her prize winnings

7. CONDITIONS OF PARTICIPATION: Entrants agree (a) that Sponsor and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Web masters and Web supplies, and all of their

respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, technical, typographical, human or other error in the printing, offering or announcement of the prize; and (b) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission for Sponsor and those acting under its authority to use their name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, in perpetuity, without notice, review or approval. By participating in this Sweepstakes, you acknowledge and agree that Sponsor may collect the personal information submitted by you and use the information pursuant to Sponsor's privacy policy available on-line at <https://www.marinemax.com/privacy-policy> or by calling 727-531-1700.

8. LIMITATIONS ON LIABILITY: Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, nondelivered, misdirected, stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Web site, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select winners from all non-suspect, eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software,

viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In the event of a dispute as to ownership of a winning entry, the owner of the e-mail address associated with the entry will be deemed the winner, subject to compliance with these Official Rules.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WWW.MARINEMAX.COM, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES.

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9. GOVERNING LAW: Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of Florida, without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in Tallahassee, Florida.

10. WIN LIST: For the names of the winners, mail a self-addressed stamped envelope in a separate first class stamped envelope to The MarineMax British Virgin Islands Charter Vacation Sweepstakes Winners List, 2600 McCormick Dr, Suite 200, Clearwater, FL 33759. Requests must be received by April 30, 2021.

11. SPONSOR/ADMINISTRATOR: MarineMax Vacations, 2600 McCormick Dr, Suite 130, Clearwater, FL, 33759.