

OFFSHOREONLY.COM'S BOAT PHOTO CONTEST  
OFFICIAL RULES

**1. Eligibility:** Offshoreonly.com's Pet Photo Contest (the "Contest") is open only to registered users of Offshoreonly.com, who are legal residents of the 48 contiguous United States and the District of Columbia. Contest entrants must be over the age of 18 with access to the Internet and a valid email account. All employees of MH Sub I, LLC ("Sponsor"), all associated agencies and their respective affiliates, licensees or agents (collectively, "Contest Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether related or not), are ineligible to participate in the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Contest constitutes your full and unconditional acceptance of these Official Rules. **NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**2. Contest Period:** Unless specified otherwise, the Contest entry period begins on August 1, 2020 at 12:00AM EST, and ends on August 31, 2020 at 11:59PM EST (the "Contest Period"). Winners will be selected from entries properly submitted and timely received during the Contest Period.

**3. Contest Entry:** You may enter the Contest during the Contest Period by using an APPROVED method of entry. The APPROVED method of entry includes:

**a. Online Entry.** Visit Offshoreonly.com and click on New Photo Contest Forum. Click on the thread and post a photograph of your pet(s). Entrants may submit one (1) photo per week during the Contest Period. Use of an automated system to participate is prohibited and will result in disqualification.

All entries become the property of Sponsor and will not be acknowledged or returned. By submitting your information for the Contest, you consent to being contacted via phone and/or email by Fodors.com for the purposes other than those related to the Contest. Incomplete entries are void. Proof of submission is not proof of receipt.

**4. Selection of Contest Winners/Odds:** There will one (1) winner. The photo that receives the most "likes" on the forum post will win the Contest. Any registered users of Offshoreonly may "like" any number of entries. In the event that the winner is disqualified for any reason or there is a tie, Sponsor may, in its sole discretion, award the applicable prize(s) to an alternate winner(s). Any return of prize notification or prize email as undeliverable will result in forfeiture of any prize(s) and an alternate winner(s) may, at Sponsor's discretion, be selected. Decisions of the Sponsor on all matters relating to the Contest are final. Sponsor reserves the right not to pick a winner or award all prizes in the event of an insufficient number of eligible entries, as determined by the Sponsor, in their sole discretion. Odds of winning the Contest will depend on the number of eligible entries received during the Contest Period. The winner will be announced via the forum post and on Offshoreonly social media accounts. The winner will be notified via private message and/or email within five (5) days after the Contest Period.

**5. Additional Photo Rules:** Each submitted photo must be a single work of original material taken by the Contest entrant. Entrant must be the owner of the boat(s) included in any photo submitted. By entering the Contest, entrant represents, acknowledges, covenants and warrants that the submitted photo is an original work created solely by the entrant, that the photo does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photo. Photos that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud in the sole opinion of Sponsor; provided that entrants must be prepared to provide a release form. The photo must not, in the sole and absolute discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Photos deemed inappropriate will be disqualified. If the photo includes other people, you must be prepared to provide a signed written personal release from all persons who appear in the photo submitted, authorizing use of the photo. If you are unable to provide all required personal releases upon request by Sponsor and in the form provided by Sponsor, then your entry may be disqualified. If any person appearing in any photo is a minor in their state of residence, the signature of a parent or legal guardian is required on each release. If you win, we will contact you only if personal releases are needed. ***You do not need to send the release with your entry.***

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER PHOTO/CAPTION MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S SOLE DISCRETION. Submission of an entry grants Contest Entities and their agents an unlimited, worldwide, perpetual, license and right to publish or use the submission in any way, in any and all media, without limitation, and without consideration to the entrant or any other party. Sponsor's decisions are final on all matters relating to the Contest. By submitting an entry you represent that you own all rights in any and all materials submitted in connection with such entry.

By submitting your entry, you expressly agree to release and hold harmless the Contest Entities from and against any and all claims, including without limitation claims relating to privacy or publicity rights, that may be made against the Contest Entities based on your entry.

ENTRIES POSTED ARE NOT EDITED BY SPONSOR AND ARE THE SUBMISSIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

You understand and intend that any photograph or information submitted by you to Sponsor may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any photograph or information you submit to Sponsor. By submitting any photograph or information to Sponsor, you hereby waive any privacy expectations that you may have with respect to any such photograph or information submitted by you to Sponsor.

**6. Prizes:** The one (1) winner will receive: (a) \$25 Amazon digital gift card and (b) an Offshoreonly-branded swag pack consisting of one (1) t-shirt, stickers, and one (1) koozie (Total ARV US \$50). Prizes will not be replaced if lost or stolen, are not transferable and are not redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value if entire prize or a portion of advertised prize is unavailable for any reason. The prize will be delivered by Federal Express (FedEx), United Parcel Service (UPS), United State Post Office (USPS) or a similarly suitable shipping service. The reporting and payment of any tax liabilities (federal, state and local) incurred by the winner as a result of the Contest are the sole responsibility of the winner. Any and all guarantees and warranties for merchandise prize are subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturer for any such warranty or guarantee claim.

**7. Publicity:** As a condition of entry into the Contest, except where prohibited by law, each entrant and winner, by accepting a prize, grants to Sponsor (and its affiliates, legal representatives, assigns and licensees), all right, title and interest in to publicize, broadcast, display and/or otherwise use the Contest entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media for advertising and publicity purposes, without additional review, compensation, permission or approval of the winner. A winner(s) may be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within five (5) business days of attempted notification or the winner(s) may be disqualified and an alternate winner selected.

**8. General Rules:** By entering or participating in the Contest, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects. Sponsor is not responsible for: (a) any incorrect or inaccurate information or technical failures of any kind, (b) unauthorized human intervention in any part of the entry process or the Contest; or (c) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (ii) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (iii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in the Contest or in any activity related thereto or from any interaction with, or downloading of, computer Contest information. The personal information collected through the Contest is subject to Offshoreonly.com's Privacy Policy. By entering the Contest, you agree to the use of your personal information as described in the Privacy Policy.

**9. Participants' Obligations:** By participating in the Contest, you agree to be bound by these Official Rules and the decisions of Sponsor. By accepting the prizes, the winners agree to release and hold Contest Entities and their agents and affiliates harmless from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Contest or receipt or redemption of the prize. The winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Contest or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of California without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of California.

**10. Winners' List:** For a list of the Contest winners, send a self-addressed stamped envelope to: MH Sub I, LLC. Attn: Offshoreonly.com's Pet Photo Contest Winners' List, 909 North Pacific Coast Highway, 11th Floor, El Segundo, CA 90245. Requests for winners' list must be received within thirty (30) days after the end of the Contest Period.

**11. Sponsor:** MH Sub I, LLC, 909 North Pacific Coast Highway, 11th Floor, El Segundo, CA 90245

Revised: 5/29/20