

The Great Fishing Gear Giveaway

OFFICIAL RULES

- **NO PURCHASE NECESSARY TO ENTER OR WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**
- **GRAND PRIZE WINNER MUST RESPOND WITHIN FIVE BUSINESS DAYS OR PRIZE IS FORFEITED.**
- **AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY & PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED IF REQUESTED BY SPONSOR AND BY BLACKTIPH. FAILURE BY ANY WINNER OR PARTICIPANT TO COMPLY MAY RESULT IN FORFEITURE OF THE PRIZE.**
- **BY ENTERING IN THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, ACCEPTANCE OF ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**
- **THIS GIVEAWAY IS NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM OR FACEBOOK.**

SPONSOR: Mercury Marine, W6250 Pioneer Road, Fond du Lac, WI 54936-1939.

ELIGIBILITY: To enter The Great Fishing Gear Giveaway (the “Sweepstakes”), you must be a legal U.S. resident who physically resides in the 50 United States (includes DC; excludes Puerto Rico, U.S. territories and possessions) and, at the time of entry, must be 18 years of age or older and have reached the age of majority in your state of residence. Employees of Sponsor and its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Sweepstakes, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible. Sweepstakes is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

SWEEPSTAKES PERIOD: The Sweepstakes will take place between 12:01 a.m. U.S. Central Time (“CT”) on July 15, 2025 and 11:59 p.m. CT on September 30, 2025.

HOW TO ENTER: To receive one entry into the Sweepstakes, please do one of the following:

1. *Mercury Website*. Eligible entrants can enter by completing the webform on Mercury Marines website, available at <https://www.mercurymarine.com/gear-giveaway>
2. *QR Code*. Eligible entrants can enter by scanning the QR code and completing the webform on the Giveaway landing page during the Entry Period.
3. *Facebook*. Eligible entrants can enter through Sponsor's Facebook, locating the Giveaway post, and following instructions provided therein for completing the webform.
4. *Instagram*. Eligible entrants can enter through Sponsor's Instagram, locating the Giveaway post, and following instructions provided therein for completing the webform.

Limit one entry per person during the Sweepstakes Period. Entrant submitting an entry must be the same person listed as the owner of the email account; otherwise, entry may be deemed void. Any attempt by any person to obtain more than the stated number of entries by using multiple names, email addresses, or any other methods will void all of that person's entries for the Sweepstakes, and that person will be disqualified. Entry must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified, and transmissions from these or related email or IP addresses may be blocked. Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries. Entries become property of Sponsor and will not be returned.

PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): Overall ARV for all prizes in this sweepstakes is \$10,319.

A total of six (6) eligible entrants will one of the following prizes:

One (1) Grand Prize: Dockstore - HIT Hydrostatic Inflatable PFD life jacket valued at \$290; Bajio Sunglasses, hat and keepers all from Bajio valued at \$310; AFTCO Fortress rain jacket and rain pant valued at \$1,098; the choice of either a St. Croix Premier Casting Rod with casting reel valued at \$300 or a Premier Spinning Rod with spinning reel valued at \$280 (one or the other, not both); Lowrance Eagle Eye 9" Fish Finder with Live Sonar valued at \$999; and a Mercury 15ELHPT ProKicker FourStroke valued at \$4,325. Approximate retail value is \$7,322.

One (1) AFTCO Fortress rain jacket and rain pant. Approximate retail value is \$1,098.

One (1) Lowrance Eagle Eye 9" Fish Finder with Live Sonar. Approximate retail value is \$999.

One (1) Bajio Sunglasses, hat and keepers all from Bajio. Approximate retail value is \$310.

One (1) St. Croix Premier Casting Rod with casting reel valued at \$300 or a Premier Spinning Rod with spinning reel valued at \$280 (one or the other, not both – winners' choice).

One (1) Dockstore - HIT Hydrostatic Inflatable PFD life jacket. Approximate retail value is \$290.

Additional Prize Details. Winning a prize is contingent upon fulfilling all requirements set forth herein. ***PLEASE NOTE: All federal, state, and local taxes on prize are the sole responsibility of the winner, which may include income and/or sales taxes based on the retail value of the prize.*** Because the value of the prize exceeds \$600, the winner's social security number or taxpayer I.D. will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Any and all guarantees and warranties are subject to the service providers' terms and conditions, and winner agrees to look solely to such service providers for any warranty or guarantee claim. Where not prohibited, affidavit of eligibility (including SSN), prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases (collectively, "Winner's Documents") may be required from winner and winner's guest if requested by Sponsor. Prize is not transferable, and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of the same approximate retail value if advertised prize becomes unavailable for any reason, including but not limited to travel restrictions due to COVID or other epidemic. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein relating to a prize, including but not limited to any installation, gratuities, souvenirs, telephone/IT services, laundry, incidentals, and all other optional extra services, are the sole responsibility of the winner.

RANDOM DRAWS & ODDS OF WINNING: On or about October 3, 2025, a random drawing will be conducted from all entries received. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Selected entrant will be notified by email within 24 hours of winner selection.

WINNER CONFIRMATION: To be confirmed a prize winner, the selected entrant must: (1) respond as instructed within five (5) business days to the email notification from Sponsor; and (2) if requested by Sponsor, winner may be required to execute and return within a reasonable specified time any requested Winner's Documents. If the selected entrant cannot be confirmed a winner for any reason, or if the Winner's Documents are not fully completed within the specified time or are returned as undeliverable, winner will be disqualified, the prize will be forfeited, and an alternate winner will be chosen. Upon responding to Sponsor's notification and the return of any requested Winner's Documents, Sponsor will provide winner with instructions on prize fulfillment.

PUBLICITY RELEASE: Except where prohibited, acceptance of the prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Where permitted by law, winners and participants grant to Sponsor and its subsidiaries, affiliates and those acting pursuant to their authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winners' and participants' names, portraits, pictures, voices, likenesses, the identity of his or her city and state of residence and biographical information for advertising and

promotional purposes without additional consideration. Failure by any winner or participant to comply may result in forfeiture of the prize.

ENTRANTS' AGREEMENT TO ABIDE BY OFFICIAL RULES: By entering, entrant agrees that s/he has read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation, or the awarding of the prize shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY: BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS DEALERS AND RETAILERS, AFFILIATES, SALES REPRESENTATIVES, AGENCIES, WHOLESALERS, DISTRIBUTORS AND PROMOTIONAL AND OTHER VENDOR AGENCIES INVOLVED IN THE SWEEPSTAKES, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, SERVICE AGENCIES, PRIZE PROVIDERS, INDEPENDENT CONTRACTORS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THE ABOVE ORGANIZATIONS ("RELEASEES") FROM ANY INJURY, LOSS OR DAMAGE TO PERSON, INCLUDING DEATH, OR PROPERTY DUE IN-WHOLE OR IN-PART, DIRECTLY OR INDIRECTLY, TO THE ACCEPTANCE OR USE/MISUSE OF THE PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING BUT NOT LIMITED TO TRAVEL, OR PARTICIPATION IN THE SWEEPSTAKES.

LIMITATION OF LIABILITY: Releasees are not responsible for and each entrant releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities, or claims of whatever nature or kind arising out of, or in connection with a prize (or any portion thereof) relating to this Sweepstakes. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material related of this Sweepstakes, the administration of the Sweepstakes, the selection of entrants, in the announcement of the prize, including erroneous appearance of qualification for the prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to the prize or the Sweepstakes itself.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE SWEEPSTAKES.

DISPUTES REGARDING THE IDENTITY OF ENTRANT: Entries will be deemed made by the authorized email account holder of the entry submitted. In the event of a

dispute, the selected entrant may be required to provide proof that s/he is the authorized account holder of the identified account.

CHANGES TO SWEEPSTAKES, OFFICIAL RULES, ETC.: Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to award the Prize from among all entries received to date.

ARBITRATION; WAIVER OF CLASS ACTION: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT A AAA REGIONAL OFFICE IN CHICAGO, ILLINOIS; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES OR ANY OTHER DAMAGES, OTHER THAN FOR ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS GIVEAWAY), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

RULES GOVERN: The Sweepstakes will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Sweepstakes-related materials.

PRIVACY: Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner, and fulfill the prize, and will be treated in accordance with Sponsor's Privacy Policy available at <https://www.brunswick.com/privacy-policy>.

WINNERS' LIST: To receive prize winner information or an additional copy of these Official Rules, please send an email within ninety (90) days of the conclusion of the Sweepstakes to mercury.marketing@mercmarine.com, with the following subject heading: "The Great Fishing Gear Giveaway." Please specify "Official Rules" or "Winner Information" in the body of the email.

//END OFFICIAL RULES//