## **Revised Draft**

## **REEF Chasing AdVANture Ultimate Pack Giveaway**

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

The Reef Chasing AdVANture Ultimate Pack Giveaway (the "Sweepstakes") is offered only in the 50 states of the United States and the District of Columbia (the "Territory") and is open only to legal residents of such jurisdictions who, as of date of entry, are at least 18 years of age. (But, as per Rule 4 below, the Grand Prize includes day passes to Mammoth Mountain recreational area in Mammoth Lakes, California, but travel and lodging in conjunction therewith will NOT be provided as part of the prize.) If you do NOT reside in the Territory or are otherwise ineligible, do NOT attempt to enter the Sweepstakes. Void outside the Territory and where prohibited by law.

Employees, officers and directors and their immediate family members (parents, children, siblings, spouse) wherever they may live and others living in their same household (whether related or not) of Reef, a division of VF Outdoor, LLC ("Sponsor"), its parent company, subsidiaries, affiliates; marketing, advertising, promotion or other agencies; Chris Benchetler's management/representation; prize suppliers; and any persons/entities involved in the production, development or distribution of Chris Benchetler's *Chasing El Niño* video blog series are <u>not e</u>ligible to enter the Sweepstakes or win the prize.

Sweepstakes begins on 9/24/2017 at 6:00 a.m. Pacific Time (PT) and ends on 10/1/2017 at 11:59 p.m. PT ("Sweepstakes Period").

By participating, entrants accept and agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social media platform.

- 1. TO ENTER. During Sweepstakes Period, visit <a href="http://www.reef.com/giveaway-deals.html">http://www.reef.com/giveaway-deals.html</a>. Then, complete and submit the entry form with the requested information including your email address and date of birth. TO ENTER, YOU MUST ALSO CHECK THE INDICATED BOX WHEREBY YOU AGREE TO THESE OFFICIAL RULES (AS WELL AS THE TERMS OF USE AND PRIVACY POLICY OF WWW.REEF.COM). In order to receive a "base" entry. Then, by using the provided link, share the Sweepstakes with your friends on Facebook, your followers on Twitter or Instagram, your contacts on other social media platforms, and otherwise with individuals who are personally known to you (i.e., via email). For each individual who is eligible for <a href="mailto:and-enters-the-Sweepstakes">and-enters-the-Sweepstakes using the provided link</a>, you will receive one (1) bonus entry. All entries must be received/recorded by 10/1/2017 at 11:59 p.m. PT.
- 2. **ENTRY RESTRICTIONS**. **Limit one (1) base entry per person.** (A given person may only use one (1) email address in conjunction with Sweepstakes participation.) Limit of 10 bonus entries per person. To receive bonus entries, a person must have already received a base entry. Should more than one (1) base entrant share the Sweepstakes with the same person who thereafter enters the Sweepstakes, such referred person's Sweepstakes entry will only result in one (1) bonus entry which will be credited to the base entrant whose shared Sweepstakes link that was <u>first</u> used by the referred person to enter the Sweepstakes (as determined by Sponsor in its sole discretion). Should the same base entrant share the

Sweepstakes with the same referred person via multiple methods (e.g., Facebook and Twitter), such base entrant may receive a maximum of one (1) bonus entry by sharing the Sweepstakes with such person.

BE SURE TO ONLY SHARE THE SWEEPSTAKES WITH PERSONS WHO ARE ELIGIBLE (GENERALLY, WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES/DISTRICT OF COLUMBIA, 18 OR OVER) AND WHO YOU BELIEVE ARE INTERESTED IN REEF PRODUCTS, CHRIS BENCHETLER, AND THE SWEEPSTAKES. IN ADDITION, WHENEVER SHARING THE SWEEPSTAKES, YOU MUST USE THE PROVIDED SWEEPSTAKES LINK IN ITS ORIGINAL FORM, INCLUDING THE #REEFCONTEST HASHTAG. If #REEFCONTEST IS INCORRECT, MODIFIED, INCOMPLETE OR OMITTED/REMOVED ENTIRELY OR THE SWEEPSTAKES LINK HAS OTHERWISE BEEN MODIFIED IN ANY WAY, YOU WILL NOT RECEIVE A BONUS ENTRY FOR SUCH SHARING EVEN IF THE SHARING IS OTHERWISE EFFECTED IN FULL ACCORDANCE WITH THESE OFFICIAL RULES. VIOLATION OF THIS REQUIREMENT MAY ALSO RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES AND POSSIBLE PROHIBITION FROM PARTICIPATING IN FUTURE SWEEPSTAKES AND CONTESTS SPONSORED BY REEF.

Receipt of base entries will be acknowledged and receipt of bonus entries may be acknowledged as well. But, in all cases, such acknowledgment shall not constitute any representation as to Sweepstakes eligibility nor is it otherwise binding upon Sponsor. Proof of transmission of base entry does not constitute proof of receipt or proof of entry. As set forth above, proof of sharing Sweepstakes link with another person does not constitute proof of receipt of bonus entry.

When completing/submitting entry form for base entry, you may be asked whether you want to receive email news/updates from Reef and/or Chris Benchetler and, if so, the format for such email news/updates. But, agreeing to receive such email news/updates from Reef and/or Chris Benchetler is optional and is NOT required to participate or win the prize in the Sweepstakes; nor will your agreement (or failure to agree) to receive such email news/updates in any way affect your participation or ability to win the prize in the Sweepstakes.

In the event of dispute as to ownership of a base entry, entry shall be deemed made by the authorized owner of the email account provided on the entry form, as determined by Sponsor in its sole discretion. In the event of a dispute as to being credited for a bonus entry, Sponsor shall determine in its sole discretion the base entrant to be credited with that bonus entry (if any). Entries must be manually keystroked by entrant; use of programmed, robotic or like means to enter or share the Sweepstakes with others is prohibited. Use of any artifice or device to violate the limit of one (1) base entry, to artificially inflate the number of bonus entries received or to manipulate the number of bonus entries received will result in all entries being declared void, disqualification from this Sweepstakes and possible prohibition from participating in future sweepstakes and contests sponsored by Reef.

3. **RANDOM DRAWING**: The winner will be selected in a random drawing from among all eligible entries (base entries and bonus entries) received. The drawing will be conducted by Sponsor on or about 10/4/2017. Winner will be notified via email and may be required to sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within indicated time period as a condition of prize award. Failure to comply with this requirement, return of prize notification as undeliverable for any reason (e.g., email message to which no response is timely received), or if winner is determined to be in violation of these Official Rules will result in prize forfeiture without compensation and selection of alternate winner from among all remaining eligible entries received.

- 4. **PRIZE/ODDS OF WINNING:** One (1) Grand Prize is available to be won. The Grand Prize consists of the following elements:
  - One (1) GoPro® Hero5 Digital Action Camera with accessories (Approximate Retail Value: \$399.99)
  - One (1) pair of Reef Voyage Boots winner's choice of Reef Voyage Boot (Approximate Retail Value: \$130) or Reef Voyage Boot LE (Approximate Retail Value: \$145) [Ladies or Men's]
  - Two (2) day passes to Mammoth Mountain recreational area in Mammoth Lakes, California (Approximate Retail Value: \$100)
  - One (1) Art Print signed by Chris Benchetler (Approximate Retail Value: \$50; based upon retail –
    NOT re-sale value of signed print)
  - One (1) Reef "Chasing AdVANture" Collection Pack, including hat, T-shirt and beanie (Approximate Retail Value: \$95)

Total Approximate Retail Value of Grand Prize: Up to \$784.00.

Reef Voyage Boot prize element is subject to availability as to color and size; if winner chooses Voyage Boot rather than Voyage Boot LE, he/she will not receive the difference in value. Hat, T-shirt and beanie prize elements of Reef "Chasing AdVANture" Collection Pack are subject to availability as to color, size and style. Day passes to Mammoth Mountain recreational area prize element are subject to terms and conditions indicated thereon, venue restrictions and are not intended for re-sale. Winner accepts any and all risk of injury in conjunction with use of day passes to Mammoth Mountain recreational area, with the understanding that no insurance has been secured for his/her benefit or that of his/her guest relative thereto. Signed print prize element comes with a certificate of authenticity from Chris Benchetler. Actual items comprising Grand Prize may differ from those in Sweepstakes advertising and Sponsor disclaims any and all liability in conjunction therewith. Prize will only be shipped to a street address in the Territory and must be accepted in its entirety or not at all. Specific prize elements will be shipped separately. Prize is not redeemable/exchangeable for cash. All unspecified expenses relative to acceptance and/or use of the prize (including costs of travel to/from Mammoth Lakes as well as incidental costs in using day passes to Mammoth Mountain recreational area) are the winner's sole responsibility. Winner is also solely responsible for all taxes on prize. Sponsor will report winner's receipt of prize (and prize value) to the Internal Revenue Service; winner agrees to fully cooperate with Sponsor relative to its compliance with such governmental reporting requirement, including providing his/her Social Security Number upon request. Prize is not transferable (in whole or in part) except with the written permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. No prize substitution, except at Sponsor's sole discretion due to unavailability of prize/prize element for any reason and only then for prize/prize element of comparable value. Odds of winning depend on the total number of eligible entries received for the random drawing.

5. **ADDITIONAL CONDITIONS OF PARTICIPATION**. By accepting prize, except where prohibited by law, winner agrees to the use of his/her name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or the Sponsor for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice; and, winner further agrees to confirm such grant of rights in writing upon Sponsor's request and without further compensation. By participating, entrant indemnifies, releases and agrees to hold

harmless Reef, a division of VF Outdoor, LLC, its parent, affiliates and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, prize suppliers, successors and assigns of any of the above organizations; Chris Benchetler's management/representation; Mr. Benchetler personally; as well as Facebook, Twitter, Instagram and other social media platforms ("Released Entities") from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of the prize or any element thereof. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering (or attempting to tamper) with the entry process or the operation of the Sweepstakes, the Website or any other web site; to be acting in violation of the Official Rules or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. (This includes sharing of the Sweepstakes link in a manner other than as prescribed by these Official Rules or in a manner intended to harass or annoy any other person.) The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its legal rights and/or prohibiting such person from participating in future sweepstakes and contests sponsored by Reef.

- 6. **LIMITATIONS OF LIABILITY.** Sponsor's computer is the official clock for purposes of the Sweepstakes. The failure of Sponsor to enforce a given provision of these Official Rules in a particular circumstance will not constitute the waiver of such provision. Sponsor is not responsible for base entries/bonus entries (as applicable) that are lost, late, illegible/garbled, corrupted, inaccessible, misdirected, improperly recorded (or not recorded at all), incomplete or mutilated and all such entries are void. Sponsor is also not responsible for (a) any incomplete, incorrect or inaccurate information regarding the Sweepstakes (including the receipt of bonus entries), whether caused by tampering, hacking, equipment malfunction/failure or other cause; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission of entries or Sweepstakes links or the recordation of bonus entries, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or (c) any problems or technical malfunctions, disruptions or failures of any kind, including telephone network or lines, computer on-line-systems, servers or providers, software or programming or for damage to one's computer due to participation in the Sweepstakes (including but not limited to filtering by or other operation of the functionality of Facebook, Twitter, Instagram or any other social media platform).
- 7. **FORCE MAJEURE**. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes and select the prize winner in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Website.

PRIVACY NOTICE. Sponsor collects personal information when you enter the Sweepstakes. For complete information regarding Sponsor's collection, use and sharing of your personal information, you are advised to consult Sponsor's privacy policy at <a href="https://www.reef.com/customer-service/privacy-policy.html">www.reef.com/customer-service/privacy-policy.html</a>.

**8. DISPUTE RESOLUTION/CHOICE OF LAW.** Entrants agree that: (i) any claim, dispute or cause of action regarding the Sweepstakes or these Official Rules shall be brought individually (NOT AS PART OF A CLASS

ACTION) in the federal or state courts of California; (ii) they consent to the personal jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action; (iii) their recovery will be limited to actual out-of-pocket costs involved in participating in the Sweepstakes (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action; and (iv) the court shall apply the law of the State of California in adjudicating any such claim/dispute/cause of action, except for the choice of law/conflict of law rules of California (or of any other jurisdiction which would result in the application of the law of any jurisdiction other than California).

9. **WINNER'S LIST:** For the name of the winner (first name, last initial; city/state), send an email to reef customerservice@vfc.com with "REEF CHASING ADVENTURE SWEEPS" in the subject line. Requests must be received by 10/9/2017 at 5:00 p.m. PT. Winner's list will be available after 10/31/2017.

Sponsor: Reef, a division of VF Outdoor, LLC, Carlsbad, CA 92008.