

## Garmin Standard Social Sweepstakes : Hooked on Navionics

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MUST BE 18 YEARS OF AGE OR OLDER TO ENTER. VOID WHERE PROHIBITED BY LAW.

- 1. ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the 50 United States (excluding Puerto Rico residents) or the District of Columbia, are 18 years of age or older at the time of entry. Employees and their immediate families of Garmin International, Inc. ("Garmin") and any of Garmin's affiliated companies are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- 2. AGREEMENT TO OFFICIAL RULES:** Entry in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Garmin, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.
- 3. SPONSOR:** Garmin, located at 1200 East 151st Street, Olathe, Kansas 66062, is the sole sponsor of this promotion. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.
- 4. SWEEPSTAKES TERM:** The Sweepstakes begins at 09:00 a.m. Eastern Daylight Savings Time ("EDT") on August 1<sup>st</sup>, 2019 and will continue until 11:59 p.m. EDT on September 2<sup>nd</sup>, 2019 or such longer or shorter term as Garmin shall determine in its sole discretion (the "Sweepstakes Term"). Entries received prior to or after the Sweepstakes Term will be disqualified. Garmin is the official timekeeper for the Sweepstakes Term, and all timekeeping decisions of Garmin shall be final.
- 5. ENTRY: NO PURCHASE NECESSARY TO ENTER OR WIN.** Eligible persons may enter the Sweepstakes by each of the following methods: (1) entrants enter the Sweepstakes by following the directed Navionics account on Instagram, posting an image of their fishing catch including the hashtag #HookedOnNavionics and tagging Navionics in the post. (2) In addition to entering the Sweepstakes by the social media method, eligible persons may also enter the Sweepstakes by submitting an e-mail to [help@navionics.com](mailto:help@navionics.com) with "Navionics Sweeps" in the subject line. Entrants using this alternate method of entry must provide their age, physical mailing address, and phone number in their email entries.

Entries will not be acknowledged. **Garmin and its affiliates assume no responsibility for any lost entries or any computer, internet, or technical malfunctions that might occur during the entry process.** Normal Internet access and usage charges imposed by your online service will apply.

In the event of a dispute as to the identity of any entrant, the authorized account holder of the email address used to set up the Instagram account from which the entry was received, or in the case of the alternate means of entry, the email address from which entry was received, will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder of the email address/Instagram account associated with the entry.

- 6. ENTRY LIMITATIONS:** Eligible participants are limited to one entry in the Sweepstakes. Each eligible participant may enter under one Instagram account only, or in the case of the alternate means of entry, one email account only. Entries using automated means to generate entries, or otherwise participate are not eligible. Use of any automated system to enter as determined by Garmin in its sole judgment is prohibited and will result in disqualification at Garmin's sole discretion. Additionally, anyone found to use multiple email accounts or multiple Instagram accounts to enter will be disqualified from all participation in the Sweepstakes. ALL ELIGIBLE ENTRIES WILL BE ENTERED INTO THE SWEEPSTAKES. Entries by any method other than set forth in Section 5 are void. Garmin is not responsible for entries that it does not receive for any reason, or for entries that it receives but are ineligible under these Official Rules. Garmin will automatically disqualify: (1) any incomplete or illegible entry; and (2) any entries received that are in excess of the entry limit described above.
- 7. PRIZE:** Thirty-five grand prizes (each a "Prize") will be awarded for the Sweepstakes Term, consisting of a Hooked on Navionics t-shirt.
- 8.** Each Prize has an approximate retail value ("ARV") of \$25.99. The ARV of Prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the Prize is awarded. Each Prize is nontransferable and non-refundable and must be accepted as awarded. No cash or other substitution may be made, except by Garmin, who reserves the right to substitute a Prize with another prize of equal or greater value if a Prize is not available for any reason as determined by Garmin in its sole discretion. Winners are responsible for any taxes associated with receipt of a Prize.
- 9. DRAWING:** The potential winner of each Prize will be chosen in a random drawing from the pool of valid entries at 11:00 AM EDT, August 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 26<sup>th</sup> and September 3<sup>rd</sup>, 2019. Odds of winning depend on the number of eligible entries received during the Sweepstakes Term. The random drawings will be conducted by one or more employees of Garmin or an independent fulfillment entity.
- 10. NOTIFICATION OF POTENTIAL WINNER:** Garmin will attempt to notify each potential winner by Instagram message (or in the event of an alternate means of entry potential winner or in store entry potential winner, by email) immediately after the drawing. If a winner of a Prize cannot be located or does not respond by 11:00 AM EDT, September 5<sup>th</sup>, 2019, that Prize will be forfeited and an alternate potential winner will be drawn from the pool of remaining valid

entries. Alternate potential winners will be notified by Instagram message (or in the event of an alternate means of entry potential winner or in store entry potential winner, by email). Garmin and its affiliates, or their respective officers, directors, employees, representatives and agents, will not be liable for unsuccessful efforts to notify a winner.

**11. REQUIREMENTS OF THE POTENTIAL WINNER:** Except where prohibited by law, each potential winner may be required to complete and return an affidavit of eligibility (the "Affidavit") within 2 days of being notified. If a potential winner fails to sign and return the Affidavit postmarked within the required time period, an alternate entrant may be selected in such potential winner's place from all of the remaining valid entries received for the Sweepstakes Term. If a potential winner declines the Prize, does not respond to the Prize notification, fails to claim the Prize, is unavailable for Prize fulfillment, fails to abide by the Official Rules, or is ineligible, Garmin will select an alternate winner from all remaining valid entries received for the Sweepstakes Term.

**12. PRIVACY:** Garmin will be collecting personal data from the entrants and potential winners in order to confirm Sweepstakes eligibility. Garmin will treat this data in accordance with its privacy policy, located at <http://www.garmin.com/privacy/>. In addition, Garmin may use and share an entrant's personal data with third parties solely to the extent necessary to fulfill its obligation to administer and sponsor this Sweepstakes. All information provided is being provided solely to Garmin, and not to Instagram.

**13. GENERAL CONDITIONS:** Garmin reserves the right to cancel, suspend, and/or modify the Sweepstakes if any fraud, virus, or other technical problem corrupts the administration, security, or proper play of the Sweepstakes, as determined by Garmin in its sole discretion. The use of robotic, automatic, macro, programmed or like methods (including without limitation the use of any promotion/sweepstakes subscription, notification, entry or like sites or services that offer sweepstakes entry services "on behalf of" entrant) is strictly prohibited. In such event, Garmin reserves the right to award each Prize at random from among the valid entries received up to the time of the impairment. Garmin reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any false information provided by any entrant concerning such entrant's identity or mailing address or any non-compliance by an entrant with these Official Rules may result in the immediate disqualification of the entrant from this Sweepstakes. ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, GARMIN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Garmin's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**14. PUBLICITY:** Notwithstanding any other term herein, except where prohibited by law, submission of any entry constitutes the entrant's consent to use of entrant's name, likeness, voice, state of residence, biographical and prize information, statements about the

promotion, anything submitted to enter the Sweepstakes and/or the entrant's photo for advertising and promotional purposes in any media now known or hereafter devised without review, notification, approval or compensation.

**15. LIMITATION OF LIABILITY:** By participating in the Sweepstakes, each entrant agrees to release and hold harmless Garmin and its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents, and Instagram (the "Released Parties"), from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including but not limited to: (a) any inaccurate information, whether caused by entrants or printer errors; (b) unauthorized human intervention in any part of the Sweepstakes; (c) technical failures of any kind, including, but not limited to electronic malfunctioning of any website, network, hardware or software; or (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries or winners. ADDITIONAL POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THESE RULES AND IN THIS PROMOTION, INCLUDING, WITH THE EXCEPTION OF GARMIN'S STANDARD LIMITED PRODUCT WARRANTY, THE PRIZES AWARDED, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. EACH ENTRANT SHOULD CHECK SUCH ENTRANT'S LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

If for any reason an entrant's entry is confirmed to have been voided or corrupted by any grossly negligent act of Garmin, entrant's sole remedy is another entry in the Sweepstakes, subject to availability and provided that the Sweepstakes has not then expired.

**16. DISPUTES:** Except where prohibited by law, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Massachusetts; and (b) entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, including attorney's fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Garmin in connection with

the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Kansas.

**17. WINNERS LIST:** A copy of these Official Rules will be posted on [navionics.com/usa/lp/ hooked-on-navionics](http://navionics.com/usa/lp/ hooked-on-navionics). Interested persons can obtain a list of the Sweepstakes winner(s) and a copy of these Official Rules by sending a self-addressed, stamped envelope to Navionics, Inc., Attn: Marketing Department, 259 Samuel Barnett Blvd., New Bedford, Massachusetts 02745.