

The Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest

Official Rules

Enter on our Facebook page anytime between Wednesday, August 25, 1:00 p.m. - Tuesday, September 8, 11:59 p.m.

Winners will be announced on our Facebook page on Thursday, September 10.

1. Entrants must be 12 years age or older. (A minor must have parent's or guardian's approval.)
2. Enter by uploading a photo to the comment section of the Facebook post at <https://www.facebook.com/MBHHSshow/>. *Make sure to include the first name of entrant, the dog's name, breed, and age in the comment section with picture before posting.*
3. Costumes and silliness encouraged!
4. The Contest hosted by Maine Boats, Homes and Harbors is in no way sponsored, endorsed, administered by, or associated with Facebook.

Our judging will be made with careful consideration of the following:

1. Cuteness!

Prizes

1st prize: BYD Hat, t-shirt, 1-year subscription, 2020 Show poster, BYD book. Winnings worth \$86.90.

2nd prize: BYD Hat and 1-year subscription. Winnings worth \$44.95.

3rd prize: BYD Hat and 1-year subscription. Winnings worth \$44.95.

Terms and Conditions

1. Eligibility: The Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest is open to legal residents of the United States who sign up at <https://www.facebook.com/MBHHSshow/>. Entrants must be 12 years of age or older as of their date of entry in this promotion in order to qualify. If a winner is a minor, then the winner's parents or guardian must sign a release and affidavit of eligibility before the winner receives his or her prize. This contest is subject to federal, state, and local laws and regulations and void where prohibited by law. Maine Boats, Homes & Harbors' employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest

2. Sponsorship. The sponsor is Maine Boats, Homes & Harbors, Inc. ("Sponsor"), located at 218 S Main St. Suite 300 Rockland, Maine 04841. Sponsor will conduct the Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering this Contest the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and

unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest.

4. The Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest Entry Period: This promotion begins on August 25, 2020 at 1:00PM EST and ends on September 8, 2020 at 11:59PM EST ("Entry Period"). To be eligible for the Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest by submitting an entry via comment on the Facebook post at <https://www.facebook.com/MBHHSshow/>. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. NOTE: Participants may only enter once. Entries must be original work and not violate anyone's proprietary or intellectual property rights. The Consequences for entries that infringe upon the intellectual property rights of others are disqualification. Any claims that arise as a result of infringement You shall defend or settle against such claims at your sole expense, and You shall indemnify, defend and hold harmless the Sponsor from any suit. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Contest at the Sponsor's sole discretion.

6. Prizes: The 1st Place Winner of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest (the "Winner") will receive Boatyard Dog® hat, a Boatyard Dog® t-shirt, a 1-year subscription to *Maine Boats, Homes & Harbors* magazine, a 2020 Show poster, a Boatyard Dog® book. Prize value of \$86.90. The 2nd Place Winner of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest (the "Winner") will receive Boatyard Dog® hat and a 1-year subscription to *Maine Boats, Homes & Harbors* magazine. Prize value of \$44.95. The 3rd Place Winner of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest (the "Winner") will receive Boatyard Dog® hat and a 1-year subscription to *Maine Boats, Homes & Harbors* magazine. Prize value of \$44.95. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by the staff of Maine Boats, Homes & Harbors under the supervision of the Sponsor. The Sponsor will notify the Winner by direct messaging on Facebook within three days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 3 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected.

Receipt of the prize (offered in the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user, or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Maine Boat & Home Show Boatyard Dog® Virtual Trials Contest, and/or the

- 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof;
- 2) any type of technical failure;
- 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service;
- 4) unauthorized intervention in any part of the entry process or the Promotion;
- 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MAINE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually

resolved exclusively before a court located in the state of Maine having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest.) The participant waives all rights to have damages multiplied or increased. By entering this contest, the Entrant waives any and all claims of liability against Maine Boats, Homes and Harbors, Facebook.com, and their respective parents, affiliates, officers, directors, employees and agents, for any and all claims, loss, damage or injury which may occur as a result of entrant's participation in this contest. 13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Maine Boats, Homes & Harbors website. Click here <https://maineboats.com/terms-conditions> to read the Privacy Policy. 14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Maine Boats, Homes & Harbors PO Box 566 Rockland, Maine 04841 USA. Requests must be postmarked no later than September 26, 2020. 15. Social Media Channel-Specific Rules: The Contest hosted by Maine Boats, Homes and Harbors is in no way sponsored, endorsed, administered by, or associated with Facebook. 16. ___ By checking here, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.