

Official Rules
Kayak Fish
First Friday Giveaway Sweepstakes
December 7 - December 13, 2018

1. Introduction: Grind Media, LLC (owner and publisher of the Kayak Fish Magazine), ("Sponsor") is offering the Kayak Fish, First Friday Giveaway Sweepstakes (the "Sweepstakes") in the 50 United States and the District of Columbia (the "Territory") that begins at 12:00 AM PST December 7, 2018 and ends at 11:59 PM PST on December 13, 2018 (the "Entry Period"). NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS Sweepstakes. VOID IN PUERTO RICO AND WHERE PROHIBITED. This Sweepstakes is governed by these Official Rules.

2. Eligibility: Entrant must be at least 13 years of age or older at the time of entry and a resident of the Territory. Persons in the following categories are NOT eligible to participate: any individual who was or is, as of December 7, 2018, (a) an employee, officer, director, agent or independent contractor of Sponsor, its parents, subsidiaries, affiliated companies, or agents; or (b) an immediate family member (defined as spouse, IRS-dependent, or biological, foster, in-law, adoptive, or step-mother, father, sister, brother, daughter, or son) of, or who resides in the same household as, any person in any of the preceding categories.

3. Agreement to Official Rules. Sweepstakes will be conducted in the Territory by the Sponsor, and each person who participates in the Sweepstakes (each a "Participant"), and his or her parent or legal guardian if the Participant is a minor or subject to a guardianship agreement, unconditionally accepts and agrees to comply with, abide by, and have all participation subject to these Official Rules and the decisions of the Sponsor, which shall be binding with respect to all aspect of the Sweepstakes in the Territory.

4. How to Enter: **IF YOU ARE 13 – 17 YEARS OLD, OR NOT YET THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE, BEFORE ENTERING THE SWEEPSTAKES, YOU MUST HAVE YOUR PARENT’S OR LEGAL GUARDIAN’S PERMISSION/AGREEMENT FOR EACH OF THE FOLLOWING: (a) FOR YOU TO ENTER THE SWEEPSTAKES; (b) FOR THE COLLECTION AND STORAGE OF YOUR PERSONAL INFORMATION FROM YOUR SWEEPSTAKES ENTRY; (c) AND THAT YOUR PARENT/GUARDIAN HAS READ AND AGREES TO BE BOUND BY THE SWEEPSTAKES OFFICIAL RULES.**

There are two (2) ways to enter the Sweepstakes. LIMIT OF ONE (1) ENTRY PER PARTICIPANT REGARDLESS OF THE METHOD OF ENTRY. Multiple entries are not permitted.

- A. Individuals may enter this Sweepstakes by going to <https://kfish.co/LockrackGiveaway> and filling out the short form with the requested information, which may include name, address, phone number, e-mail address and date of birth. Sponsor may also ask optional questions. Completion of these questions is not required to enter the Sweepstakes; OR

- B. Follow @Kayakfishmag AND @LockRack on Instagram AND during the Entry Period in the comments section of @Kayakfishmag's Sweepstakes post, tag Three (3) friends and YOU will be entered for a chance to win. By tagging friends, those friends WILL NOT be entered into the Sweepstakes unless they enter on their own. To enter, your personal Instagram profile settings must be public.

If you don't already follow @Kayakfishmag on Instagram, visit <https://www.instagram.com/kayakfishing> and click on the icon to follow @Kayakfishmag.

If you don't already follow @LockRack on Instagram, visit <https://www.instagram.com/LockRack> and click on the icon to follow @LockRack.

If you do not have an Instagram account, you can obtain one for free by visiting <https://www.instagram.com/> and following the prompts to obtain an account.

Entries must be received by the Sponsor no later than 11:59 PM PST on December 13, 2018.

By entering on Instagram, you agree that your entry conforms to the Submission Requirements as defined below ("Submission Requirements") and that Sponsor, in its sole discretion, may disqualify you from the Sweepstakes if it believes that your Entry fails to conform to the Submission Requirements. Participants must have permission from all individuals that appear in the entry (if any) to use their name and likeness in the entry and to grant the rights set forth herein.

MOBILE DEVICES: If you participate via a smart phone or other mobile device, Message and Data Rates may apply. Not all cellular service providers offer the service necessary to participate in this Sweepstakes through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

5. Submission Requirements: BY SUBMITTING AN ENTRY THROUGH INSTAGRAM, YOU AGREE THAT ANY COMMENT COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES AND ANY TERMS AND GUIDELINES SET BY INSTAGRAM. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING THE USE OF YOUR ENTRY OR ANY COMPONENT THEREOF. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE INSTAGRAM RULES.

By participating in the Sweepstakes, each participant hereby warrants and represents that any comment he/she submits:

- a) is original to him/her;
- b) does not violate any law, statute, ordinance or regulation;
- c) the account must be made be set to public during Entry Period and for a period of at least 15 days after the end of the Entry Period;
- d) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or

- publicity, or infringe on any rights and/or interests of any third party; and
- e) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor); conduct or other activities in violation of these Rules; and/or any other comment that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen any comment. Any comment that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request a Participant to modify, edit and/or re-submit his or her comment in order to ensure that the comment complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Sweepstakes, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances - including, without limitation, disqualifying the comment (and therefore the corresponding Entry and/or the associated Participant).

6. Sweepstakes - Prize/Odds/Details. The odds of winning a prize in the Sweepstakes will depend on the actual number of valid entries received. A total of One (1) Grand Prize will be available for distribution in the Territory. The total Approximate Retail Value ("ARV") of the One (1) Grand Prize for the Sweepstakes is \$350.00.

Potential Winner will be selected in a random drawing from all eligible entries received during the Entry Period. By entering the Sweepstakes, Participants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

The drawing will be conducted on or about December 20, 2018 by Sponsor, whose decision is final and binding in all matters relating to the Sweepstakes. Potential Winner will be notified by e-mail on or about December 27, 2018. The Sponsor will attempt to contact each potential Winner of a prize by telephone or e-mail using the contact information provided by the Participant at the time of entry. If the Participant is

under 18 (or the age of majority in their state of residence), Participant's parent or legal guardian grants permission for the Sponsor to contact the Participant at the telephone or e-mail provided in the entry. If the potential Winner cannot be reached within seven (7) days after the first attempt to contact such potential Winner, or if the selected Participant is otherwise ineligible or fails to complete the Prize Claim Documents (as defined below), Sponsor shall have the right, but not the obligation, to award the applicable Prize to another Participant selected from among the remaining eligible entries. If any attempted notification or prize delivery is returned as undeliverable, the prize will be forfeited.

7. Prizes: A total of One (1) Grand Prize will be awarded. One (1) Winner will be chosen to receive the following Grand Prize:

--One (1) Lock Rack Universal X Water Craft Carrier (\$350.00 retail value). Terms and conditions of Prize issuer also apply.

All Prizes are subject to availability and other restrictions. Any expenses/costs associated with a prize, its acceptance, use or enjoyment that are not listed herein as included with a prize are the Winner's responsibility and will not be provided. At Sponsor's discretion, unclaimed prizes may not be awarded. Sponsor is not responsible for lost or mutilated prizes and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event that the prize cannot be awarded for any reason, in which case, Sponsor will provide a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of Winner.

8. Prize Claim Documents. The Prize Claim Documents may include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), Release of Liability, and, where lawful, a Publicity Release, and such other documents as may be determined by Sponsor. All Prize Claim Documents must be returned as provided in the directions to the potential Winner or their parent or legal guardian and received by Sponsor prior to awarding any prize. Prizes that require shipping to the Winner will ship within four (4) weeks from date of verification. If verification results in forfeiture, you will not receive the prize. Upon prize forfeiture, no compensation will be given.

If potential Winner is a minor, all Prize Claim Documents must be completed by the parent or legal guardian.

Prizes will not be awarded without prior completion and verification of information by Sponsor of all information provided in Prize Claim Documents.

In no event will more than the stated number of prizes be awarded. If for any reason, more prize notices are sent, or more prizes are claimed, than are intended to be awarded, Sponsor reserves the right to award the actual

number of prizes through a random drawing from among all verified and validated prize claims received.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

9. Internet Limitations of Liability: Sponsor is not responsible for: failures or malfunctions of phones, tablets, computers or other hardware or devices (each a "Device"); phone lines, cellular systems or telephone or data transmission systems; interrupted or unavailable networks, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet; or any technical problem, including but not limited to any injury or damage to any person's Device related to or resulting from Sweepstakes participation.

10. No Liability; Release and Indemnification: By entering, Participants and Winners, along with their parents or legal guardian(s) if they are not yet the age of majority in their state of residence, agree to release, discharge, indemnify and hold harmless the Sponsor and its respective subsidiaries and affiliated companies, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Sweepstakes, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by Participants, their parent or legal guardian if they are not yet the age of majority in their state of residence, or by any third parties, related in any way to the operation or administration of this Sweepstakes, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Sweepstakes or in any Sweepstakes-related activity. The Released Parties shall have no liability for any problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes.

11. Publicity Release: Each prize Winner consents to the use of his/her name, likeness, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law (TN residents will not be required to sign an in-perpetuity publicity release as a condition of winning a prize).

12. Disputes: By participating in this Sweepstakes, each Participant (and any minor Participant's parent or legal guardian) agrees: (i) that any and all disputes the Participant may have with, or claims Participant may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this

agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Participant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$500 USD, and Participant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Participant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Participant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com. Any demand must be filed within one (1) year from the end of the Entry Period or the cause of action shall be forever barred.

13. Miscellaneous: All entries become the sole property of Sponsor and none will be returned. In the event of a dispute, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential Winner may be requested to provide Sponsor with proof that the potential Winner is the authorized account holder of the e-mail address associated with the winning entry. If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering,

unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in the Sweepstakes. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Winner List: To obtain a list of Winners, send a stamped self-addressed envelope after January 31, 2019 to Kayak Fish, First Friday Giveaway Sweepstakes, December 7-13, 2018 - c/o Grind Media, LLC, 831 South Douglas Street, El Segundo, CA 90245 Attn: Legal.

15. Use of Information: The collection and use of Participant information will be governed by Sponsor's online privacy policy, available for viewing at <http://www.enthusiastnetwork.com/privacy/>.

16. Sponsor(s): The Sponsor of this Sweepstakes is Grind Media, LLC (owner and publisher of Kayak Fish Magazine), whose address is 831 South Douglas Street, El Segundo, CA 90245.

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