

# OFFICIAL RULES

- 1. Eligibility:** This Contest is open only to those who participate on Cobalt Boats' social media platforms and who are 18 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States and is void where prohibited by law. Employees of Cobalt Boats, Inc., its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Cobalt Boats, Inc. as final and binding as it relates to the content of this Contest.
- 3. Contest Period:** Entries will be accepted online starting on Friday, April 12<sup>th</sup> at 12:30PM CST and ending April 19<sup>th</sup>, 2024, at 11:59 PM CST. All online entries must be received by Friday, April 19<sup>th</sup>, 2024 @ 11:59 PM CST.
- 4. How to Enter:** The Campaign must be entered by visiting Cobalt Boats' social media platforms and entering the mandatory information requested. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Cobalt Boats, Inc. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed

from eligibility at the sole discretion of Cobalt Boats, Inc.

5. **Prizes:** The Winner of the Contest will receive a Cobalt Sportswear gift certificate valued at \$75. No cash or other prize substitution shall be permitted except at Cobalt Boats, Inc.'s discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Cobalt Boats, Inc. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
  
6. **Winner Selection and Notification:** Winner will be selected by internal company vote under the supervision of Cobalt Boats, Inc. Winner will be notified by being tagged in the comments of the original post on day of selection. Cobalt Boats, Inc. shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Cobalt Boats, Inc.'s SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
  
7. **Rights Granted by You:** By entering this Contest (e.g., like, comment, share), You understand and agree that Cobalt Boats, Inc., anyone acting on behalf of Cobalt Boats, Inc., and Cobalt Boats, Inc.'s licensees,

successors, and assignees, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this contest, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of Cobalt Boats, Inc. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Cobalt Boats, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Cobalt Boats, Inc. may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- 8. Terms & Conditions:** Cobalt Boats, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Cobalt Boats, Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Cobalt Boats, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Cobalt Boats, Inc. Cobalt Boats, Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or social media platform or violates these Terms & Conditions. Cobalt Boats, Inc. has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same

computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any social media platform or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Cobalt Boats, Inc. reserves the right to seek damages to the fullest extent permitted by law.

9. **Limitation of Liability:** By entering, You agree to release and hold harmless Cobalt Boats, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

10. **Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF the United States of America AND Tennessee, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tennessee having jurisdiction. Further, in any such dispute, under no circumstances shall 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). Participant further waives all rights to have damages multiplied or increased.

**Instagram:** This Contest is in no way sponsored, endorsed, or administered by Instagram. Each entrant hereby releases the Social Media Platform from any liability in connection with participation in this Contest.

**Facebook:** This Contest is in no way sponsored, endorsed, or administered by Facebook. Each entrant hereby releases the Social Media Platform from any liability in connection with participation in this Contest.