

Official Rules

**OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

Submitting an entry constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Administrator, which shall be final and binding on all matters relating to the Sweepstakes.

- 1) **Sweepstakes Timing:** The OCEARCH Meet a Shark Sweepstakes (the “Sweepstakes”) begins 12:00 a.m. ET on July 1, 2022 and ends 11:59 p.m. ET on September 30, 2022 (the “Sweepstakes Period”). The Sweepstakes Period will consist of three (3) entry periods (“Entry Periods”). The Entry Periods will be as follows:

Entry Period	Start Date	End Date	Random Drawing Date
1	7/1/22	7/31/22	8/2/22
2	8/1/22	8/31/22	9/2/22
3	9/1/22	9/30/22	10/3/22

- 2) **Eligibility:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, Canada (excluding Quebec) and the UK (excluding Northern Ireland) who are 21 years of age or older as of date of entry. Employees of OCEARCH (the “Sponsor”), its respective parents, subsidiaries, divisions, affiliates, suppliers, distributors, agents, advertising and promotional agencies and partners, including the Sweepstakes administrator Don Jagoda Associates, Inc. (“Administrator”), Costa Del Mar, Inc., YETI® Coolers, Inc., and each of their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void in Quebec, Northern Ireland and where prohibited by law. All applicable laws, ordinances and regulations apply.
- 3) **How to Enter the Sweepstakes Online:** There is **NO PURCHASE NECESSARY** to participate in the Sweepstakes. A purchase does not increase your chances of winning. There are two (2) ways to enter the Sweepstakes.
- a) **To Enter via making a donation:** During the Sweepstakes Period, you can visit www.meetashark.com (the “Website”) and make a donation in any amount to OCEARCH in addition to completing the on-screen registration form to earn one (1) entry into the Sweepstakes. All eligible entries must be received online by 11:59 p.m. ET on the end date of each Entry Period listed in the chart in section 1 to be eligible for that Entry Period’s random drawing, subsequent Entry Periods’ random drawing(s) (if any) and the Grand Prize random drawing. There is no limit to the number of entries you can earn. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification.
- b) **To Enter without making a donation:** During the Sweepstakes Period, to enter without making a donation, send an email to meetashark@dja.com with your name, address and date of birth to earn one (1) entry into the Sweepstakes. All eligible entries must be received online by 11:59 p.m. ET on the end date of each Entry Period listed in the chart in section 1 to be eligible for that Entry Period’s random drawing, subsequent Entry Periods’ random drawing(s) (if any) and the Grand Prize random drawing. There is no limit to the number of entries you can earn but each entry must be sent separately. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification.

Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the sole property of the Sponsor. Normal phone/Internet access and data/usage charges imposed by your phone/online service may apply.

- 4) **Random Drawings:** On or about 10/3/2022, one (1) Grand Prize winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. On or about the dates outlined in the chart in section 1 above thirty-three (33) First Prize winners will be selected in both Entry Period 1 and Entry Period 2 and thirty-four (34) First Prize winners will be selected in Entry Period 3 from among all eligible entries received prior to the end date of each Entry Period. Drawings will be conducted by the Administrator. Odds of winning a Grand prize are dependent upon the number of eligible entries received during the Sweepstakes Period. Odds of winning a first prize are dependent upon the number of eligible entries received by the end of each Entry Period.
- 5) **Winner Notification:** The potential Grand Prize winner will be contacted via email and required to sign and return, a Declaration of Compliance and Liability and Publicity Release (except where prohibited by law) (collectively, the “**Release**”) within three (3) days of notification attempt or prize will be forfeited and an alternate potential winner may be chosen by random drawing from among all remaining eligible entries. Travel companion of Grand Prize winner must be 21 years of age or older and will be required to execute a Travel Companion Waiver/Release (where legal) prior to departure. A 1099 tax statement will be filed with the IRS for the Grand Prize winner for the actual value of the prize awarded (if winner is a US resident). The First Prize winners will receive their prizes within 4-6 weeks of the conclusion of winner confirmation at the address provided during entry. If a First Prize winner is a Canadian resident they will be emailed a Declaration of Eligibility and Release of Liability and a Publicity Release (where legal) which he/she will be required to sign and return (and must correctly answer, unaided, a time-limited mathematical skill-testing question as posed by Sponsor) via e-mail within three (3) days of notification attempt or prize will be forfeited and an alternate winner may be selected from among all eligible entries received for the applicable Entry Period’s drawing. Return of prize or notification as undeliverable or if the potential winner is not eligible will result in disqualification with alternate selection.
- 6) **Prizes and Approximate Retail Value (ARV): Grand Prize (1):** A 5-day/4-night trip for the Grand Prize winner and one (1) travel companion to a Sponsor selected destination in the Southeast coast of the United States for the opportunity to spend one (1) night minimum and four (4) nights maximum on the M/V OCEARCH shark research vessel observing the OCEARCH team on a shark tagging expedition (“expedition”). Trip includes round trip economy class air transportation from major airport closest to Grand Prize winner’s home to destination city (with possible layovers, as determined solely by Sponsor); if applicable, standard hotel accommodations (based on double occupancy) (to be determined solely by Sponsor) for the duration of the trip not spent on the expedition; and the opportunity to meet some of the crew of the M/V OCEARCH shark research vessel, observe some of the world’s top shark scientists and researchers at work, and have the opportunity to ask them select questions. Also, if a shark is tagged and released during the expedition, the Grand Prize winner will have the opportunity to Meet A Shark from a safe observing position on the ship. Grand Prize also includes a Sponsor specified prize pack including a pair of Costa Sunglasses valued up to \$200 (awarded in the form of a code to be redeemed online), a Sponsor specified OCEARCH Yeti 20oz rambler, a Sponsor specified OCEARCH Sun Shirt (size L), a Sponsor specified OCEARCH hat a Sponsor specified OCEARCH hooded sweatshirt (size L), and USD\$500 spending money for the Grand Prize winner, awarded in the form of a check. The maximum ARV of the Grand Prize is USD\$8,000. There is no retail value associated with the OCEARCH expedition portion of the Grand Prize. Costa Sunglasses code only applicable to sunglasses. Excludes Prescription and C-Mates Readers. No returns or exchanges. Sun Shirt and hoodie sizes are subject to availability. Day(s) on M/V OCEARCH shark research vessel is/are subject to weather conditions, scheduling and other factors outside the control of Sponsor and OCEARCH. No guarantees of fishing and/or tagging of sharks while on the trip can be made by Sponsor. No compensation will be provided should expedition on M/V OCEARCH shark research vessel be cancelled for reasons outside of the Sponsor’s control. Instead, hotel accommodations will be extended to four (4) nights in lieu of the expedition. Grand Prize winner and travel companion must travel on dates specified by Sponsor (for a 5-day period on dates surrounding

February 1, 2023 through April 30, 2023), or prize will be forfeited. Airline carrier's regulations and conditions apply. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Grand Prize winner and travel companion must travel together on the same itinerary. Grand Prize winner and travel companion must possess valid travel documents (i.e., valid government-issued photo ID, passport, etc.) and be able to legally travel to the United States in order to travel and be awarded the Grand Prize. If Grand Prize winner and travel companion do not possess valid travel documents or are unable to legally travel to the United States, the Grand Prize will be forfeited and an alternative winner may be selected. By accepting the prize, the Grand Prize winner confirms that he/she and his/her travel companion are physically capable of traveling on a boat during potential rough sea conditions. Any health issues the Grand Prize winner and his/her travel companion have that may impact their inability to participate in the expedition must be disclosed to Sponsor prior to the awarding of the Grand Prize so that Sponsor may determine the feasibility of participation. Sponsor will not be responsible for acts of God or any other natural disasters outside their control that may happen during the expedition. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, transfers, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within such prize descriptions and all expenses for any of the foregoing are the sole responsibility of the Grand Prize winner. In the event the Grand Prize winner or travel companion engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and travel companion home with no further compensation to the Grand Prize winner. Sponsor is not responsible for damages, losses or injury resulting from acceptance or use of prize. No transfer, substitution or cash equivalent for any prize will be permitted, except at the sole discretion of the Sponsor due to unavailability for any reason, including but not limited to, cancellation, scheduling conflicts or an event of force majeure, or any reason in Sponsor's sole discretion; and, in such circumstance, an alternate prize/prize component of equal value will be awarded and the Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. All travelers must also pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Travelers may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. **First Prize (100):** A Sponsor specified OCEARCH Yeti 20oz rambler, a pair of Costa Sunglasses valued up to \$200 (awarded in the form of a code to be redeemed online) a Sponsor specified OCEARCH Sun Shirt (size L), a Sponsor specified OCEARCH hat a Sponsor specified OCEARCH hooded sweatshirt (size L). The maximum ARV of each First Prize is USD\$400. Costa Sunglasses code only applicable to sunglasses. Excludes Prescription and C-Mates Readers. No returns or exchanges Sizes for the shirts, are subject to availability.

- 7) **General Rules:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes. In the event of a dispute as to any entry, the authorized account holder of the email account used to register will be deemed to be the entrant. Winners may be required to show proof of being the authorized account holder of the email account associated with the entry. Proof of entering information does not constitute proof of delivery or receipt of such information. Sponsor (as identified in these Official Rules) is not responsible for the failure of any email, text or entry to be

received by Sponsor on account of technical problems or congestion on the internet, cellular transmission or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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.** Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor and Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select the winners from among all eligible entries received for each drawing period and overall prior to cancellation. Acceptance of prize constitutes permission for the Sponsor and its agencies, YETI® Coolers, Inc, and Costa Del Mar, Inc. to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Sweepstakes, the entrant agrees that Sponsor, Administrator, YETI® Coolers, Inc, Costa Del Mar, Inc., and each of their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and Sweepstakes agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from entry creation, the acceptance, possession, use or misuse of the prize or parts thereof, if applicable or participation in the Sweepstakes or participation in any Sweepstakes or related activity. By entering the Sweepstakes, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents. The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Utah, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in and agree that any dispute shall be brought in the state and federal courts located in Summit County, Utah USA.

- 8) **Privacy Policy:** Personally identifiable information, including entry information received, will be used to verify eligibility and award the prize and future communications with the entrant. For Sponsor's privacy policy, visit <https://www.ocearch.org/mobile-app-privacy/>. Any email communications received from YETI® Coolers, Inc. or Costa Del Mar, Inc. as a result of entering into this Sweepstakes and opting-in to received email communication from these parties shall be subject to the respective privacy policies of these parties.
- 9) **Winners List:** To receive a Winners List by email, send an email to: winners@dja.com with OCEARCH Meet a Shark Sweepstakes as the subject line. Requests must be received by October 30, 2022. Winners List will be sent after prizes have been awarded.
- 10) **Sponsor:** The Sponsor of the Sweepstakes is OCEARCH PO Box 681058, Park City, Utah 84068 USA.
- 11) **Administrator:** The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747 USA.

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