

## OFFICIAL RULES FOR MERCURY GETAWAY GIVEAWAY

NO PURCHASE NECESSARY TO ENTER OR TO CLAIM A PRIZE. VOID WHERE PROHIBITED BY LAW.

By entering, all participants agree to be bound by the following terms and conditions (“Official Rules”).

### **Eligibility:**

To be eligible to enter and win you must be: (a) a legal U.S. resident (excluding Puerto Rico, U.S. territories and possessions); (b) 18 years or older as of the Entry Period and (c) reside in the United States as of the Entry Period. Employees, officers and directors of Mercury Marine (“Sponsor”), Brunswick and Mercury Marine dealers and their respective parents, subsidiaries, licensees, agencies and affiliates and members of the immediate families (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household (whether related or not) of such individuals are not eligible. This Giveaway is void where prohibited or restricted by law.

### **Entry Period**

All entries must be received between April 1, 2024 and September 30, 2024 (the “Entry Period”).

### **How To Enter:**

To enter the Giveaway, eligible entrants will scan the QR code or access one of these websites (<https://www.mercurymarine.com/getaway>) or (<https://www.mercuryracing.com/getaway>) through various platforms and complete the webform on the Giveaway landing page during the Entry Period providing their name, address, and valid email address. Only one entry per person is allowed. Multiple entries from the same person will be disqualified.

The name of the person submitting the Giveaway entry must be the name of the person who owns the email account; otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, online entries will be declared made by the authorized account holder of the email account submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email account. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email account during the Giveaway Period.

Every entry submission must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.

### **Prizes:**

A total of 7 eligible entrants will win one of the following prizes:

**One (1) Grand Prize:** The winner of the Grand Prize will choose one of three trip options.

#### **Trip Option One: Day on the Water and Plant Tour at Mercury Marine Fond du Lac for Two.**

##### **Approximate retail value \$1,900 to include the following:**

- Transportation to Wisconsin (up to \$1,200);
- Two-night hotel stay (up to \$150 p/night – one room each night);
- Two-days of meals (up to \$100 p/day);
- Mercury branded merchandise (up to \$100 p/person).
- Winner and guest must sign a NonDisclosure Agreement (NDA) and Boat Ride Waiver and Release of Liability prior to Plant Tour and Day on the Water.

- Trip must be redeemed before December 31, 2025, or is forfeited.

**Trip Option Two: Key West Trip for Two to 2025 Key West Race World Offshore.**

**Approximate retail value \$3,900 to include the following:**

- Transportation to Key West (up to \$2,000);
- Two-night hotel stay (up to \$500 p/night – one room each night);
- Two-days of meals (up to \$100 p/day);
- Two VIP tickets to 2025 race event (up to \$500);
- Mercury branded merchandise (up to \$100 p/person).
- Prize must be redeemed for the 2025 race event or is forfeited.

**Trip Option Three: Alaskan Adventure for Two.**

**Approximate retail value \$8,950 to include the following:**

- Transportation to/from Ketchikan, AK (up to \$1,800);
- 2-day fishing trip with professional fishing guide (up to \$5750 which includes transportation to/from Ketchikan, AK to Prince of Wales Island, AK, meals, 3 nights of lodging included (one room), and Fishing License/King Salmon Stamp p/person);
- Optional 1-night hotel stay (up to \$400 p/night – one room);
- Optional Ketchikan Tour (up to \$800)
- Mercury branded merchandise (up to \$100 p/person).
- Trip must be redeemed in May or June 2025, or is forfeited.

**Six (6) Monthly Prize Packages** containing various Mercury Marine branded merchandise (6 winners) (retail value is approximately \$160 each).

Each winner of a Monthly Prize Package will be randomly selected on a monthly basis during the Entry Period from all entries received as of that Monthly Prize Package drawing date as show in the chart below. If an entrant wins a Monthly Prize Package, that Monthly Prize Packages winner will not be eligible to win a subsequent Monthly Prize Package. All entrants will be included in the Grand Prize drawing even if they have already won a Monthly Prize Package.

Prize	Eligible Entries	Winner Selection
Prize Package #1	All entries received between the start of the Entry Period and April 30, 2024	May 15, 2024
Prize Package #2	All entries received between the start of the Entry Period and May 31, 2024	June 15, 2024
Prize Package #3	All entries received between the start of the Entry Period and June 30, 2024	July 15, 2024
Prize Package #4	All entries received between the start of the Entry Period and July 31, 2024	August 15, 2024
Prize Package #5	All entries received between the start of the Entry Period and August 31, 2024	September 15, 2024

Prize Package #6	All entries received between the start of the Entry Period and September 30, 2024	October 15, 2024
Grand Prize	All entries received during the Entry Period	October 15, 2024

Winners will be notified by email communication. Winners will have ten (10) days to reply to the email and claim their prize. If after ten (10) days the winner has not replied to the email notification, they forfeit their prize. Odds of winning depend on the total number of eligible entries received for the Giveaway.

The Grand Prize winner will select the trip option by December 31, 2024, subject to the following limitations:

- Mercury will cover meals, lodging and transportation up to the specified amount above. However, the Grand Prize winner must submit itemized receipts to Mercury for reimbursement.
- Mercury will not cover the purchase of alcohol.
- Mercury will not cover the purchase of any extracurricular activities.
- Grand Prize is not for sale.
- The Grand Prize winner is responsible for all other transportation costs not listed above (and other incidental costs including but not limited to lodging, transportation, or expenses).

Winning entries and prizes are not transferable; no prize substitutions are allowed except by the Sponsor who reserves the right to substitute prizes with prizes of equal or greater value. Non-cash prizes cannot be redeemed for cash. The Sponsor, its affiliates and agencies are responsible for prize delivery only. All taxes associated with the prize are the sole responsibility of the prize winner. Monthly prizes will be distributed by mail after each respective month's drawing by the 30<sup>th</sup> of the month.

**ODDS OF WINNING:**

The odds of winning depend on the total number of entries received during the particular prize drawing period as set forth in the table above.

**PUBLICITY RELEASE:**

By accepting the prize, winner agrees to the use of their name for promotional purposes without additional compensation except where prohibited by law. Where permitted by law, winners and participants grant to Sponsor and its subsidiaries, affiliates and those acting pursuant to their authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winners' and participants' names, portraits, pictures, voices, likenesses, the identity of his or her city and state of residence and biographical information for advertising and promotional purposes without additional consideration. Failure by any winner or participant to comply may result in forfeiture of the prize.

**TAXES & EXPENSES:**

All applicable local, state, provincial, and federal taxes, if any, will be paid by the winner. These may include income and/or sales taxes based on the retail value of the prize. For any prize valued over \$600, the winner will be required to complete a W-9 tax form and provide Sponsor with the winner's social security number.

**MISCELLANEOUS:**

By entering in the Giveaway, each participant and anyone deemed a winner agrees to be bound by the Official Rules and decisions of Sponsor, which shall be final on all matters pertaining to this Giveaway including winner selection. Failure to comply with any of these Official Rules, or to return any required releases and related documentation, may result in forfeiture of a prize. Sponsor and its agents, representatives, parent companies, affiliates, subsidiaries, advertising, promotions and fulfillment agencies and legal advisors are not responsible for and shall not be liable for: (a) lost or late, damaged, misdirected, incomplete, illegible, or unintelligible entries; (b) incorrect or inaccurate entry information; (c) problems caused by telephonic,

electronic, hardware, software programs, networks, the Internet, viruses, worms, Trojan horses or computer malfunctions (or failures, errors or difficulties of any manner related to the Giveaway); (d) failed, incomplete or delayed computer transmission; (e) any condition caused by events beyond the control of Sponsor that may cause the Giveaway to be disrupted or corrupted. This Giveaway is governed by the laws of the state of Wisconsin.

By accepting the prize, winner agrees to release Sponsor, its partners, affiliates, sales representatives and their respective officers, employees, agents, and authorized dealers, including without limitation its advertising and promotion agencies (collectively "Sponsor Entities") from any and all liability, loss, damage, or injuries of any kind sustained in connection with their participation in the giveaway, promotion or from their acceptance, use, misuse of the prize. Winner further acknowledges that said parties have neither made nor are in any manner responsible or liable for any representation or guarantee expressed or implied, in fact or in law, relative to the prize, including but not limited to its quality or fitness for a particular purpose and agrees to be bound by the terms of the written limited warranty, if applicable, accompanying the prize. Entries become the property of the Sponsor and will not be returned.

By participating, entrants and their participating entities agree to be bound by these Official Rules and the final decisions and interpretation of these Official Rules by Brunswick Corporation. Sponsor and the Sponsor Entities shall not have any liability for technical or human error which may occur in the administration of the Giveaway. Brunswick Corporation may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices or intending to undermine the fair operation of this Giveaway or annoy, abuse, threaten or harass Brunswick Corporation or any other participants. If for any reason this Giveaway is not able to be conducted as planned, including, but not limited to, by reason of tampering, fraud or any other causes beyond the reasonable control of Brunswick Corporation which affect the administration, security, fairness, integrity or proper conduct of the Giveaway, then Brunswick Corporation reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway. Brunswick Corporation reserves the right to revise, amend, suspend or end the Giveaway, or these Official Rules, if any portion is deemed to violate any local, state or federal regulations without liability to any participants.

**RELEASE AND LIMITATIONS OF LIABILITY:**

BY PARTICIPATING IN THIS GIVEAWAY, EACH ENTRANT AGREES THAT SPONSOR AND ITS AFFILIATES, PARENTS, SUBSIDIARIES AND AGENTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS, ADVERTISING OR PROMOTION AGENCIES AND LEGAL COUNSEL (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY EACH ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES, CLAIMS AND ACTIONS OF ANY KIND TO PERSONS, INCLUDING DEATH OR PROPERTY, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OR ARISING IN ANY MANNER, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF A PRIZE, ENTRY OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY GIVEAWAY RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY OR MERCHANDISE DELIVERY. THE INDEMNIFIED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO DELAYS OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR TERRORISM. EXCEPT WHERE LEGALLY PROHIBITED, BY ACCEPTANCE OF A PRIZE, EACH WINNER GRANTS (AND AGREES TO CONFIRM THAT GRANT IN WRITING) PERMISSION FOR SPONSOR AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, REPRESENTATIVES AND AGENTS AND THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES TO USE THE WINNER'S NAME, PORTRAIT, PICTURES, VOICE RECORDING AND LIKENESS OR IMAGE, FOR ADVERTISING OR PUBLICITY WITHOUT ADDITIONAL COMPENSATION.

**ARBITRATION; WAIVER OF CLASS ACTION:** Except where prohibited by law, as a condition of participating in this Giveaway, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in Chicago, Illinois; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Giveaway), and entrant further waives all rights to have damages multiplied or increased.

**WINNER LIST:**

A list of the winners will be available after November 15, 2024 by contacting [mercury.marketing@mercmarine.com](mailto:mercury.marketing@mercmarine.com).