
Get Maine Lobster Random Acts of Holiday Kindness Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **SPONSOR:** Get Maine Lobster Random Acts of Holiday Kindness Sweepstakes (the "**Sweepstakes**") is sponsored by Black Point Seafood, Inc. (the "**Sponsor**").
2. **OFFICIAL RULES:** These are the official rules (the "**Official Rules**") for the Sweepstakes. By entering any of the Sweepstakes, entrants agree that they can be contacted by phone or email regarding the Sweepstakes, and to be bound by these official rules and all decisions of the Sponsor relating to the Sweepstakes, which shall be final and binding on entrants.
3. **SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes is a daily sweepstakes in which one (1) eligible entrant on each Drawing Date (as defined below) during the Sweepstakes Drawing Period (as defined below) will be awarded a prize consisting of either: one Get Maine Lobster Goodie Bag, one instance of GML paying for order, or one instance of GML doubling order, to be determined by Sponsor (as described in more detail in Section 7 below). The Sweepstakes entry period will commence at 12:01 a.m. Eastern Standard Time ("**EST**") on November 25, 2022 and end at 11:59:59 p.m. EST December 19, 2022 (the "**Sweepstakes Entry Period**"). The Sweepstakes drawing period will commence on November 25, 2022 and end on December 19, 2022 (the "**Sweepstakes Drawing Period**"). Each daily Sweepstakes random drawing occurring on a day during the Sweepstakes Drawing Period (each such day, a separate "**Drawing Date**") is a separate sweepstakes in which all Entries received prior to the random drawing occurring on such Drawing Date and corresponding to such Drawing Date (if a Purchase Entry (as defined below) or specifying that Drawing Date as the entrant's chosen Drawing Date (if other than a Purchase Entry) are eligible for the random drawing occurring on that date. The random drawing for each Drawing Date will occur at or about [3:00:00 p.m. EST] on such date. Sponsor reserves the right to modify, extend, suspend or terminate the Sweepstakes in its sole discretion with or without cause.
4. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States of America and District of Columbia and Canada (excluding residents of the Province of Quebec) who are 18 years of age or older, or the age of majority in the jurisdiction in which they reside, whichever is older, at the time of entry. The Sweepstakes is not open to employees of Sponsor, or any of its parent companies, affiliates, subsidiaries, accountants, attorneys, and advertising or promotional agencies (collectively the "**Sweepstakes Entities**"), or to the immediate family members of, or to any persons domiciled with, any such employees. For purposes of the Sweepstakes, "**immediate family members**" include a participant's spouse, children, siblings, parents, grandparents and grandchildren.
5. **HOW TO ENTER:** You can enter in one of three ways. First, if you purchase a seafood product from Get Maine Lobster during the Sweepstakes Period, you will be entered automatically in the

random drawing on the Drawing Date corresponding to the date of your purchase (a "**Purchase Entry**"): for example, if your purchase occurs on December 16, 2020, you will be entered automatically in the random drawing to occur on December 16, 2020. Second, you can submit your entry at <https://getmainelobster.com/pages/raok-entry-2022> (an **Entry**) Third, you can enter by mailing a request to enter, along with your name and address, to: Black Point Seafood Inc., Get Maine Lobster Random Acts of Holiday Kindness Sweepstakes, 48 Union Wharf, Portland, ME 04101 (a "**Regular Mail Entry**," and together with a Purchase Entry and an Online Entry, an "**Entry**"). You must specify an eligible Drawing Date on your Online Entry or Regular Mail Entry, and such Entry must be received prior to [2:30:00 p.m.] EST on such Drawing Date. Limit one (1) Entry per person per day during the Sweepstakes Entry Period. For clarity, an Entry will be eligible only for the Sweepstakes Drawing Date specified on the Entry and only if the Entry is received by the Sponsor prior to [2:30:00 p.m.] EST on such Drawing Date. In the event of a dispute in connection with the identity of the individual who submitted an Online Entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the Online Entry form. The authorized account holder is deemed to be 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. All Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not liable for Entries that are lost, late, misdirected, incomplete, garbled, incompletely received, mutilated, or illegible, for any reason.

6. **DETERMINATION OF THE WINNER**: One (1) grand prize winner for each Drawing Date during the Sweepstakes Drawing Period will be randomly selected from those eligible Entries received by the Sponsor and corresponding to or specifying such Drawing Date. The Sponsor will select a Provisional Winner for each Drawing Date. Each Provisional Winner will be notified by phone, email or regular mail. If the Provisional Winner does not respond to the Sponsor by phone or email within fourteen (14) days of the date appearing on the prize notification, or fails to comply with the instructions contained in the prize notification within that time period, Sponsor reserves the right to randomly choose an alternate winner from the pool of remaining eligible Entries for such Drawing Date. The first eligible Provisional Winner that Sponsor successfully contacts in person by telephone or by email and who claims the Grand Prize in accordance with these Official Rules will be declared the final Winner. The Winner may waive the right to receive a prize. The return of any prize notification as undeliverable will result in disqualification, the forfeiture of all interest in the prize, and selection of a substitute Winner from among all remaining eligible Entries. The Winner may be required to provide evidence of identity in connection with claiming the awarded prize.
7. **PRIZE**: There will be one (1) grand prize awarded for each Drawing Date consisting of either having your order doubled OR paid for by Get Maine Lobster, or receiving a Get Maine Lobster Goodie Bag. The approximate retail value of the Goodie Bag (including goodie bag contents plus reusable bag) is \$190. The odds of winning the grand prize for the applicable Drawing Date depend on the number of eligible Entries entered into the random draw pool for that Drawing Date. If applicable, the prize will be shipped to the location listed in the Sweepstakes Entry. If you are declared a final Winner in accordance with Rule 6 above, expect 1 to 2 weeks for delivery following such declaration. No substitution of prize, including cash substitutions, will be permitted, except that Sponsor has the right in its sole discretion to substitute a prize of greater or equal value if the stated prize is not available.
Prizes are not transferable.

8. **CANADIAN WINNER:** A Canadian Provisional Winner, in order to win and receive a prize, must first correctly answer, unaided and without mechanical or electronic assistance, a time-limited mathematical skill-testing question administered by mail or by telephone. Failure of a Canadian Provisional Winner to correctly answer the skill-testing question in the time allotted will result in disqualification and the forfeiture of his or her interest in the prize, and the random selection of a substitute Provisional Winner from among all remaining eligible Entries for the Drawing Date in question. The Canadian Provisional Winner will be notified by phone, email or regular mail. If the Canadian Provisional Winner does not respond within 14 days of the date appearing on the prize notification, or fails to comply with the instructions contained in the prize notification within that time period, Sponsor reserves the right to randomly choose an alternate winner from the pool of remaining eligible Entries.
9. **TAXES:** Income and other taxes, if any, on the value of the prize are the sole responsibility of the Winner. If required by law, Sponsor will issue a Form 1099 to the Winner for the approximate retail value of the prize.
10. **PERMISSIONS/RELEASE:** By accepting the prize, the Winner agrees that Sponsor may use Winner's name and/or likeness for editorial, advertising, trade and publicity purposes, including without limitation, posting on Sponsor's website, without further compensation, except where prohibited by law. By entering, each entrant agrees that the Sweepstakes Entities will not be liable for losses or injuries of any kind resulting from acceptance/ possession/use and/or misuse of prize(s), travel to and from any prize-related activity, participation in the Sweepstakes, printing, mailing or distribution errors, or any malfunctions of the telephone network, computer Internet system, computer equipment, software, or any combination thereof, or for any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, postage-due, forged, illegible, inaudible, mutilated, mechanically duplicated, mass machine printed, or otherwise not in compliance with these Official Rules. Sweepstakes Entities are not responsible or liable for any injury or damage to any participant's or third person's computer and/or its contents, related to or resulting from Sweepstakes. Winner acknowledges that Sponsor does not make any warranties, express or implied, relating to the prize itself and that Sponsor expressly disclaims the implied warranties of merchantability and fitness for a particular purpose or use.
11. **AFFIDAVIT:** Each Winner may be required to sign an affidavit of eligibility, a publicity release (where permitted by law), and a liability release which must be signed and returned within fourteen (14) days of the date on the prize notification or the prize will be forfeited and an alternate winner will be chosen.
12. **ADDITIONAL ENTRANT OBLIGATIONS:** Each entrant agrees that he/she shall not upload, post or transmit any materials to the Sponsor website which contain any computer viruses, Easter eggs, worms, Trojan horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
13. **DISQUALIFICATION:** Sponsor reserves the right to disqualify any entrant found tampering with the entry process or with the operation of the Sweepstakes, who commits any fraud in relation to the Sweepstakes, or who violates these Official Rules. Caution: any attempt by an entrant to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification of such entrant. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney's fees) from any such participant to the fullest extent of the law, including criminal prosecution.

14. **LIMITATION OF LIABILITY:** THE SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SWEEPSTAKES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Some jurisdictions do not allow limitations or exclusion of liability for incidental or consequential damages, and therefore this limitation of liability may not apply to you.
15. **WINNER'S LIST:** A winner's list for the Random Acts of Holiday Kindness Sweepstakes will be available for a period starting thirty (30) days after the Drawing Date until ninety (90) days after the Drawing Date. You can obtain a winner's list by sending a self-addressed stamped envelope to Get Maine Lobster, Attn: Random Acts of Holiday Kindness Sweepstakes, 48 Union Wharf, Portland, ME 04101. Residents of Vermont may omit return postage.
16. **THE SPONSOR:** Get Maine Lobster, 48 Union Wharf, Portland, ME 04101.