

Get Maine Lobster

12 Days of Christmas 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 and ADMINISTRATOR:** Get Maine Lobster 12 Days of Christmas Sweepstakes (the “**Sweepstakes**”) is sponsored by Black Point Seafood, LLC (the “**Sponsor**” or “**Administrator**”).
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 begins on December 2, 2024 at 11:59 PM Eastern Time (“**ET**”) and ends on December 19, 2024 at 11:59 PM ET (the “**Sweepstakes Period**”). The Administrator’s computer server is the official time-keeping device for the Sweepstakes.
4. **ELIGIBILITY:** The Sweepstakes is open only 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. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.
5. **HOW TO ENTER:** During the Sweepstakes Period, you can enter in one of three ways. First, if you purchase a seafood product from Get Maine Lobster during the Sweepstakes Period (a “**Purchase Entry**”), you will be entered automatically in the random drawing occurring on or about December 28, 2024 (the “**Drawing Date**”). Second, you can enter by mailing a request to enter, along with your name and address, to: Black Point Seafood, LLC, Get Maine Lobster 12 Days of Christmas Sweepstakes, 48 Union Wharf, Portland, ME 04101 (a “**Regular Mail Entry**,” and together with a Purchase Entry and an Online Entry, an “**Entry**”). **Limit one (1) Entry per person during the Sweepstakes Entry Period.** 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) potential Grand Prize winner will be selected in a random drawing from among those eligible Entries received by the Sponsor during the Sweepstakes Period. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Drawing will be conducted by the Administrator on the Drawing Date and the results of the drawing will determine the provisional winners. 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. 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 of the Grand Prize. Any 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. A winner may be required to provide evidence of identity in connection with claiming the awarded prize.

7. **PRIZES:** Prizes include, Mark purchasing your order, doubling your order, adding to your order, and find the golden claw for FREE holiday lobster experience for a family 4.

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 as of the Drawing Date. Any Canadian provisional winner will be notified by phone, email or regular mail. If any such 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 any 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 applicable winner. If required by law, Sponsor will issue a Form 1099 to the applicable winner for the approximate retail value of the prize.

10. **PERMISSIONS/RELEASE:** By accepting a prize, a winner agrees that Sponsor may use such 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. Each 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:** 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 or Sweepstakes Website; who commits any fraud in relation to the Sweepstakes; who violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 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. **GENERAL RULES:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. 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. 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 Sponsor's website at www.getmainelobster.com ("**Sweepstakes Website**") or 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 Website or Sweepstakes. Proof of entering information via the Sweepstakes Website 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 or entry to be received by Sponsor on account of technical problems or congestion on the internet or at the Sweepstakes Website. Sponsor'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 acts of God, weather delays, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or Sweepstakes Website, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select all winners from among all eligible entries received prior to cancellation. By entering the Sweepstakes, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents and that by the terms and conditions of your current or former employment, whether private or government, you are not prevented from participating in the Sweepstakes nor prevented from accepting any prize awarded should you be acknowledged as a prize winner. The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Maine, 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 of Maine and federal courts in Maine. Entrant agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU

16. **WINNER'S LIST**: A winner's list for the 12 Days of Christmas 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 Black Point Seafood, LLC, Attn: 12 Days of Christmas Sweepstakes, 48 Union Wharf, Portland, ME 04101. Residents of Vermont may omit return postage.

17. **THE SPONSOR**: Black Point Seafood, LLC, 48 Union Wharf, Portland, ME 04101.