

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO TURTLE FUR WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.

ELIGIBILITY: The Contest is only open to legal residents of the United States and Canada, and is void where prohibited by law. Employees of Turtle Fur and immediate family members (spouse, parents, legal guardians, in-laws, siblings, children and grandchildren) and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all federal, state, local, municipal laws and regulations.

By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these "Official Rules."

CONTEST PERIOD: The Contest will run from June 10 to June 30, 2019. Finalists will be announced on July 8, 2019. Voting will run from July 8 to July 12, 2019. Winners being announced July 15, 2019.

HOW TO ENTER: The Contest must be entered by submitting a completed entry form and all necessary design documents to marketingturtle@turtlefur.com. Form is provided at <https://www.turtlefur.com/pages/design-contest>. The design file must meet all Contest requirements, as well as requirements listed on the entry form, to be eligible to be a finalist and/or winner. You may enter both the Design a Tube Contest and the Design a Trucker Contest only once. Incomplete entries or the ones which are not in alignment with the rules, requirements, and specifications will be disqualified by Turtle Fur. Proof of sending or submission will not be deemed to be proof of receipt by Turtle Fur. No phone calls please.

Turtle Fur will not be responsible for: (a) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received by the Turtle Fur for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer or device and/or its contents, or causes beyond Turtle Fur's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (e) any typographical or other error in any printing or advertising related to this Contest, in the administration or execution of the Contest, or in the announcement of the prize winners; or (f) cheating or fraud by any entrant. Late, incomplete, illegible or duplicate and non-original entries will be disregarded. Any attempt of circumvention of the rules will result in immediate disqualification from the Contest.

SUBMISSION GUIDELINES: Designs must be the original work of entrant, must have been created specifically for the Contest, and must not have been previously published, released commercially or won any awards. Winning designs will have the chance to be used on Turtle Fur product that will be promoted on the Turtle Fur web and sold online and in store. Any element appearing in a design, including, without limitation, photographs, art or any other materials, must be entrant's own original work, created by entrant, or be in the public domain.

Artist grants the Turtle Fur the right to manufacture (via third party), distribute, and sell the artwork on the Comfort Shell Totally Tubular and Trucker merchandise. Further, the Artist grants to Turtle Fur the right to reproduce the image(s) on Turtle Fur's online marketplace and all other promotional materials.

The Artist shall retain all copyrights in and to the image(s). The Artist agrees to not sell/give their design to a competing brand, and/or reproduce their design on a competing product for a minimum of three years (ending June 10, 2022).

The Artist understands that all profits from the sale of Turtle Fur's Products with the Artist's creation thereon will be for the benefit of Turtle Fur only.

Designs must not feature the name, likeness or other personally identifiable information of any person other than entrant. Personally identifiable information includes, but is not limited to name, license plates, phone numbers and personal addresses. Designs must not contain material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity, copyrights, trademarks, patents or any other intellectual property rights, material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions, data, codes or programs that could be considered inappropriate or offensive, as determined by Turtle Fur in its sole discretion. Further, designs must not contain any claim that is not and cannot be substantiated or that would be false or misleading to a reasonable consumer. Any content, text or otherwise included as part of the design must be in the English language.

By entering the Contest, each entrant represents and warrants that: (i) the design is the original work of the entrant, that he/she has all rights to the design, that the design has not been released commercially, been previously published or won any awards; (ii) the design and use of the design does not and will not violate any law, statute, ordinance or regulation; (iii) the design is free and clear of any and all liens or claims with respect to the use of the design in the manner authorized in these Official Rules; (iv) the design does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (v) the design is not and will not be defamatory, disparaging, libelous, pornographic or obscene.

Turtle Fur reserves the right to disqualify any design that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with the guidelines specified herein, or designs which contain content inconsistent with the positive images and/or good will to which Turtle Fur wishes to associate. Turtle Fur may request entrant to modify or edit any design so that the design meets such guidelines. Turtle Fur is not obligated to use, publish, display or broadcast any design. All designs will be reviewed for content before being published or judged, however such review does not relieve entrant from responsibility for compliance with all of these Official Rules. Entrants acknowledge and agree that Turtle Fur may receive many designs in connection with this Contest and that some designs may be very similar in content, idea, theme, or in other respects to other designs received or submitted. Entrants waive any and all claims entrant may have had, may have and/or may have in the future, that any design in this Contest is similar to his/her design, or that any compensation is due to entrant in connection with such design.

All entrants agree that, in exchange for their participation in the Contest, they grant, and have full right to grant, Turtle Fur, and/or anyone acting on behalf of Turtle Fur; (i) the right, but not the obligation, to use, edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize design; and (ii) the non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into,

rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements, and or otherwise exploit, the designs, and/or any portions or excerpts thereof, including without limitation, using entrant's name, image, likeness, performance, voice and any other attributes of entrant, individually or with others, in whole or in part, in conjunction with other material, in any manner, including advertising, promoting and publicizing Turtle Fur, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation or additional payment of any kind to entrant or any third party.

Entrants agree to obtain, upon request from Turtle Fur, any documentation necessary to prove their right to use the design as specified in these Official Rules.

SELECTION OF FINALISTS/CONTEST PROCEDURE: On July 8, 2019, Turtle Fur will announce Finalists of the Contest (hereinafter "Finalists"), based upon the quality of the designs submitted in connection with the entry. Finalists will be notified via email on or before July 5, 2019. Designs will be judged by representatives selected by Turtle Fur ("Judges") based on the judging criteria specified herein. Entries will be judged based on originality and creativity. The Judges also reserve the right to not declare any Finalists if, in their sole discretion, an insufficient number of designs are received and/or the designs do not meet the qualification standards based on the Judging Criteria specified herein. The application of the Judging Criteria shall be in the sole and absolute discretion of the Judges.

In the event that more than one entrant independently submits the same finalist design, the entrant that posted the design first will be determined to be a finalist. Contest Entities and Judges disclaim any liability from any entrant and entrants agree to waive any claims against Contest Entities and Judges relating to the judging or awarding process.

From July 8 to July 12, 2019, Finalists' designs will be posted, and people may vote for their favorites. Information on voting will be made available on www.turtlefur.com, as well as Turtle Fur's social media platforms.

Winners of the Contest (hereinafter "Winners") will be selected and notified via email on July 15, 2019. Three Winners will be selected based on Trucker designs, and six Winners will be selected based on Totally Tubular™ designs.

PRIZES: Turtle Fur will provide the following prizes:

Winning designs will have the possibility to be used on the Turtle Fur Totally Tubular™ or Truckers, which will be promoted and sold both online and in stores. Winners will each receive a check for one-hundred dollars (\$100.00) and three Comfort Shell Totally Tubulars™ or Truckers with their design on it. The prize cannot be redeemed or substituted for another prize and is non-transferable. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the Winners. The prize is given with no written, express, or implied warranty. Prizes may not be offered for sale or at auction. All prize details not specified in these Official Rules will be determined by Turtle Fur in its sole discretion. All expenses not specifically mentioned herein as being included with the prizes, are solely each winner's and/or runner up's responsibility. Any prize not claimed within ten days will be forfeited by the winner and remain the property of Turtle Fur. Acceptance of the prize gives Turtle Fur permission to use the Winner's personal details and design submission for advertising purposes without further compensation, unless it is prohibited by law. If the Winner is considered a minor in their place of residence, Turtle Fur reserves the right to place the prize in the name of the Winner's parent or legal guardian.

By entering, each entrant agrees to release, hold harmless and indemnify Turtle Fur and/or anyone acting on behalf of Turtle Fur and all others associated with the manufacture, distribution, development and execution of this Contest and prizes (the "Released Parties") from and against any and all claims, liability, injury, expenses (including reasonable attorneys' fees), damage, loss or causes of action (however named or described) that may occur, directly or indirectly, in whole or in part, from: (i) entrant's participation in the Contest; (ii) the delivery, mis-delivery, receipt, acceptance, possession, use or misuse of the prizes awarded in the Contest; (iii) the use of a winner's name, photograph and/or likeness as permitted herein, including, without limitation, claims based on publicity rights, defamation and/or invasion of privacy; (iv) any claim that the design submitted by entrant violates or infringes upon the rights of any third party, and/or (v) any travel or activity related to the receipt, use or misuse of the prizes, including, but not limited to, personal injury, death and/or property damage. Additionally, the Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof or inability to continue the Contest, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, kidnapping, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute, lockout, work slowdown or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, vandalism, or any other cause beyond the control of any Released Party.

Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Turtle Fur will be disqualified. Turtle Fur reserves the right in its sole discretion to disqualify any individual believed to be tampering with the entry process or the operation of the Contest or found to be acting in violation of the Official Rules, or who is believed to be undermining or attempting to undermine the legitimate operation of the Contest, or who has used a software-generated, robotic, programmed, script, macro or other automated method of entry or a third-party entry service to participate in the Contest.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Turtle Fur's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Turtle Fur's absolute discretion.

If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Turtle Fur that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, or for any reason Turtle Fur deems it necessary, Turtle Fur reserves the right in their sole and absolute discretion to cancel, terminate, modify or suspend the Contest. In the event the Contest is terminated before the intended end date of the Contest period, winner(s) may be selected by Turtle Fur from among all eligible, non-suspect entries received as of the time/date of termination.

THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF VERMONT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the 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 Vermont having jurisdiction. Both parties agree that any dispute arising under or relating to these Contest Rules shall not be litigated, and will be resolved through binding arbitration conducted before an Arbitrator in the State of Vermont. Both parties agree to abide by and perform any directives, ruling, judgment or award issued by the Arbitrator, and any court having jurisdiction that may enter judgment on the award.

All trademarks used herein are the property of their respective owners.