

Win \$1,000 for Your Favorite Nonprofit

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL DETERMINATIONS MADE BY LIFEPROOF ARE FINAL. ENTRY INTO THE SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

1. Agreement to Official Rules

Participation in the LifeProof closed2open sweepstakes ("Sweepstakes") constitutes each Sweepstakes participants' (each an "Entrant") full and unconditional agreement to and acceptance of these Sweepstakes rules ("Official Rules") and the decisions of Otter Products, LLC ("LifeProof") or its designee (including, without limitation, decisions regarding eligibility of Sweepstakes Entries, Winner selection, and the awarding of the Grand Prize (each as defined below)), which are final and binding in all respects. Winning the Grand Prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

2. Sweepstakes Period

The Sweepstakes begins on January 15, 2019 at 7:30am Mountain Standard Time ("MST") and ends on February 24, 2019 at 11:59pm MST (the "Sweepstakes Entry Period"). All times mentioned in these Official Rules are MST unless expressly noted otherwise. LifeProof's time-keeping system is the official time-keeping device for the Sweepstakes. LifeProof has the sole discretion in determining the timeliness of any action or inaction related to the Sweepstakes.

3. Eligibility

The Sweepstakes is open only to individual persons at least eighteen (18) years of age who, as of the date of entry, are permanent legal residents of the fifty (50) United States and the District of Columbia. Void where prohibited or restricted by law and in any location outside the fifty (50) United States and the District of Columbia. Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple email addresses will disqualify that Entrant. Sweepstakes Entries (defined below) generated by a script, bot, macro or other automated means are void. Employees, contractors, and agents (and their immediate families and household members) of LifeProof, its subsidiaries, affiliates, and divisions, and persons who were awarded a prize or received other promotional consideration from LifeProof within the last six (6) months prior to the beginning of the Sweepstakes Entry Period are also ineligible to participate or win. For the avoidance of doubt, if it is found, in LifeProof's sole discretion, at any time during or after the Sweepstakes Entry Period, that any of the eligibility criteria herein are not met with respect to any Entrant, that Entrant may be disqualified from the Sweepstakes. LifeProof's determination of eligibility will be final.

4. Qualifying Nonprofit

To be considered a "Qualifying Nonprofit" eligible to be awarded the Grand Prize, the nonprofit that Entrants select must meet each of the following criteria: (1) the nonprofit must be a U.S. based and qualified tax-exempt, not-for-profit organization certified by the Internal Revenue Service as a public charity under section 501(c)(3) of the Internal Revenue Code; and (2) the nonprofit may not provide support for any of the following: (a) political campaigns or legislative lobbying efforts, (b) reproductive choice advocacy groups, or (c) direct support for individuals. LifeProof reserves the right to accept or reject the Winner's nonprofit designation in its sole and absolute discretion.

5. How to Enter

There is no purchase required to enter or win the Sweepstakes. During the Sweepstakes Entry Period, Entrants can enter the Sweepstakes by going to <https://www.lifeproof.com/en-us/closed2open.html> and submitting an "Entry" containing the following information: (1) full name; (2) email address; (3) the total number of hours the Entrant pledges for February and March of 2019; and (4) the Qualifying Nonprofit. **LIMIT ONE (1) ENTRY PER PERSON.** Any attempt by any person to obtain more than one Entry may be disqualified.

6. Random Drawing

The potential Sweepstakes "Winner" will be selected by LifeProof in a random drawing on or about April 1, 2019 from among all eligible Entries received by the end of the Sweepstakes Entry Period. The odds of being selected as a Winner depend on the number of eligible entries received during the Sweepstakes Entry Period.

7. Grand Prize

One (1) "Grand Prize" consisting of: (1) One Thousand and No/100ths U.S. Dollars (\$1,000.00) to be awarded by LifeProof to the Qualifying Nonprofit indicated in the Winner's Sweepstakes Entry; and (2) a LifeProof product prize pack consisting of (i) a LIFEACTÍV Power Pack 20; and (ii) a Goa 22L Backpack. Total approximate retail value (ARV) for the product prize pack: USD \$259.98. Specific product colors and styles for the product prize pack are at LifeProof's sole discretion. The Grand Prize may not be transferred.

Winner Notification

The potential Winner will be notified via email as provided in his or her Entry. If the potential Winner cannot be contacted, for any reason, within five (5) days after the first attempt to contact him or her, the potential Winner forfeits the Grand Prize and LifeProof may select an alternate potential Winner in his or her place from the remaining eligible Entries. LifeProof will have no liability for a potential Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the provision of incorrect or otherwise non-functioning contact information. The potential Winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential Winner is disqualified **for any reason**, an alternate potential Winner will be selected and notified. Prior to being declared a Winner of the Grand Prize, the potential Winner will, within five (5) days of notification, be required to sign and return a Publicity Release (where lawful), a Declaration of Eligibility, and a Release of Liability, which, among other things will: (1) confirm compliance with these Official Rules; and (2) confirm the release, representation and warranties and indemnification specified herein. The potential Winner's failure to timely return the Declaration and Releases and all other forms will result in his or her forfeiture of the Grand Prize. All potential Winners are subject to verification by LifeProof, whose decisions are final and binding in all matters related to the Sweepstakes. An Entrant is not a Winner of the Grand Prize unless and until the Entrant's eligibility has been verified and Entrant has been notified that verification is complete. If any potential Winner is found not to be eligible or not in compliance with these Official Rules or does not respond to notification in the time set forth herein, the potential Winner will be disqualified in LifeProof's sole discretion.

8. General Conditions of Participation

- a. LifeProof reserves the right, in its sole discretion, to terminate, modify, or suspend the Sweepstakes if, in LifeProof's sole discretion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes or if unauthorized intervention, fraud, technical difficulties, failures or any other factor beyond LifeProof's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. In such event, LifeProof reserves the right (but does not have the obligation), in its sole discretion, to award the Grand Prize at random from among eligible, non-suspect Entries received up to the time of suspected impairment. LifeProof reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, LifeProof reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. LifeProof's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
- b. By participating in the Sweepstakes, each Entrant represents and warrants that he or she is at least eighteen (18) years of age and has complied with all of Facebook's, Instagram's, Twitter's, and Instagram's (as applicable) requirements and terms regarding the use of their services in connection with the Sweepstakes. Entries that do not comply with the above requirements may not be eligible and, if submitted, may be removed at any time in LifeProof's sole discretion. LifeProof reserves the right in its sole discretion to disqualify any Entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with these Official Rules.

9. Publicity

By submitting an Entry, each Entrant grants to LifeProof and its designees the right to use his or her name, likeness, and biographical information as listed, provided, referenced, or otherwise contained in the Entry for any purpose related to or in connection with the Sweepstakes, in any medium, without further notice, approval, compensation or additional consideration to Entrant, unless prohibited by law. Entrant understands and accepts that the only compensation the Entrant will receive for granting this right is the publicity the Entrant may receive by the publication or broadcasting of the Entrant's Entry into the Sweepstakes and/or the announcement of the Entrant's participation in the Sweepstakes.

10. Privacy

Submission of personal contact information in connection with the Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, and email address, constitutes permission for LifeProof and its designees to use such personal contact information for purposes of administration of the Sweepstakes. Entrants also may opt-in to be added to LifeProof's customer database and to permit LifeProof to contact Entrant in the future for promotional and other reasons. Entrants may opt-out of receiving such communications as set forth in LifeProof's Privacy Policy (located at <https://www.lifeproof.com/en-us/privacy-policy.html>) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of LifeProof e-mails). Entrants understand that they are providing their personal contact information to LifeProof and not to any other person or entity. The personal contact information Entrants provide will only be used in accordance with LifeProof's Privacy Policy. The Sweepstakes Winner's name will be included in a publicly-available winners list.

11. Release and Indemnity

By participating in the Sweepstakes, each Entrant, to the maximum extent permitted by law, hereby agrees to forever and irrevocably release, indemnify, and hold harmless LifeProof and its affiliates, subsidiaries, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors, and assigns (the "Released Parties") from and against all claims, damages, loss, or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or is in any way related to participation in the Sweepstakes or the awarding, acceptance, receipt, use, or misuse of the Grand Prize.

12. Limitation of Liability

LifeProof is not responsible for: (1) incorrect or inaccurate transcription of Entry information or late, lost, stolen, unintelligible, illegible, damaged, altered, incomplete, misdirected Entries, or Entries received through impermissible or illegitimate channels, all of which will be disqualified from the Sweepstakes; (2) any technical errors associated with the Sweepstakes, including lost, interrupted, or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility, or failed computer, satellite, telephone, cellular tower, or cable transmissions, lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures, or difficulties; (3) mechanical, network, electronic, computer, human, printing or typographical errors; (4) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, announcement of the Winner, the cancellation or postponement of the Sweepstakes, or in any Sweepstakes-related materials; and/or (5) injury, death, losses, or damages of any kind, to persons or properties which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Sweepstakes or acceptance, receipt, or misuse of the Grand Prize. IN NO EVENT WILL THE RELEASED PARTIES AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES.

13. Disputes; Governing Law; Venue

Any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any form of class action. The Sweepstakes will be governed by, and construed in accordance with, the laws of Colorado, without giving effect to its conflicts of laws principles. Any action or litigation arising out of or relating to the Sweepstakes must be instituted in the United States federal court located in Colorado or the state courts located in Larimer County, Colorado, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the Colorado.

14. Not Endorsed by Social Media Platforms

By participating in the Sweepstakes, Entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter (the "Released Platforms") and hereby release each of the Released Platforms from any and all liability arising from or related to the Sweepstakes. The information Entrants provide for the Sweepstakes is being provided to LifeProof and not to the Released Platforms.

15. Winners List

The name of the Sweepstakes Winner may be obtained upon request by emailing closed2open@otterproducts.com no later than May 1, 2019.

16. Sponsor

The Sweepstakes sponsor is Otter Products, LLC, located at 209 South Meldrum Street, Fort Collins, Colorado 80521.