

## The 2018 "This is my Thrill" Giveaway (the "Sweepstakes")

### OFFICIAL RULES

I accept the terms and conditions as set forth in these Official Sweepstakes Rules ("Official Rules"). I confirm I am at least 18 years old.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. EACH PRIZE WINNER IS ONLY ELIGIBLE TO WIN ONE PRIZE IN THE SWEEPSTAKES.

Sponsors: Smith Optics, with a principal office at 220 SE Martin Luther King Jr. Blvd, Portland, Oregon 97214. ("Sponsor"). THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, TWITTER, FACEBOOK, or other social media provider mentioned herein.

#### 1. Eligibility:

You must be 18 years or older and a legal resident of any of the Contiguous 48 United States or the District of Columbia (the "Territory") and have a valid email address at the time of entry. Void where prohibited or restricted by law. Void in overseas U.S. territories, possessions, commonwealths and military installations, and where prohibited or restricted by law. Employees, officers, directors, and agents of Smith Optics and their affiliates, subsidiaries, advertising and promotional agencies, sponsors, licensees, and any entity involved in the development, production, implementation, administration or fulfillment of the Sweepstakes (all of the foregoing, together with Sponsor, collectively referred to as "Sponsors and Administrators"), and the immediate family members and persons living in the same household as such individuals, are not eligible to participate or win.

#### 2. Timing:

(a) The Sweepstakes begins at 12:01 AM Pacific Standard Time ("PST") on June 4<sup>th</sup>, 2018 and ends at 11:59 PM PST Time on June 30<sup>th</sup> 2018 (the "Promotional Period"). Entries must be received by Sponsor by 11:59 PST on June 30<sup>th</sup>, 2018.

#### 3. How to Enter:

(a) During the Entry Period, you may enter the Sweepstakes two ways: 1) Posting a photo or video on applicable social media sites, answering the question "what makes you feel powerful?", and using the hashtag #thisismythrill or 2) by visiting the sweepstakes site at <https://www.smithoptics.com/thisismythrill> (the "Sweepstakes Site") and completing the Sweepstakes entry form. By entering the sweepstakes using this method, you agree to receive newsletters and special offers from the following brands: Smith Optics, She Shreds, Salomon, Chrome Industries, and ...Lost Surfboards.

(b) During the Entry Period, you may enter the Sweepstakes by sending a postcard with your name, address, and email address to "Smith Optics Digital Marketing – "This Is My Thrill" Giveaway, 220 SE Martin Luther King Jr. Blvd, Portland, Oregon 97214". Post cards must be postmarked no later than June 29<sup>th</sup>, 2018.

(c) LIMIT ONE (1) ENTRY PER PERSON, PER EMAIL ADDRESS. Although subsequent attempts to enter may be received, only the first entry received from a particular individual will be eligible to win. Additional attempts to enter the same drawing will be disqualified. The submission of an entry is solely the responsibility of the entrant. Entries may only be made according to the method described above. Only eligible entries actually received by Sponsors and Administrators before the end of the specified entry deadline will be included in the prize drawing. Illegible, unintelligible, incomplete or garbled entries will be disqualified. All entries become the property of Sponsor and Sponsor shall not be required to acknowledge or return any entry.

Entries including any obscene, foul, defamatory, or inappropriate language, as determined by Sponsor, in its sole discretion, will be disqualified. Entries cannot contain trademarks, logos or trade dress owned by others (except Smith Optics), or advertise or promote any brand or product of any kind including, but not limited to brand names or logos. There is a limit of one (1) entry per person/the Promotional Period. Multiple entries will not be acknowledged. Any automated system to enter the Promotion is prohibited and may result in disqualification.

Entering the sweepstakes constitutes entrants' consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrants will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which are disqualified.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

#### 4. Conduct:

By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules. The Official Rules will be available throughout the Promotion Period via links on the Sweepstakes landing page on the Smithoptics.com website. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Use of any automated system to participate is prohibited and will result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 5. Prizes:

There will be three (3) grand prize winners who will win 1 of three sport-specific prize packages. Each athlete (Desiree, Kelli, and Caroline) will select one winner based on their photo and caption submission. In addition, there will be 4 weekly winners of a smaller prize package including a sunglass of their choice, a Smith t-shirt, and some She Shreds goodies.

##### Prize Packages:

Weekly prize package (x4): Estimated value \$175 (\$700 total)

- Pair of Smith Sunglasses
- She Shreds goodies

Bike: Estimated value \$800

- Chrome Industries Jacket and Bag/Backpack
- Smith Bike helmet, Bike Kit, and Sunglasses of winners' choice
- She Shreds flannel, hoodie, patches, beanie

Surf: Estimated value \$1,000

- ...Lost Surfboards: Custom Driver Surfboard
- x2 pairs of Smith sunglasses of winners' choice, t-shirt and hat
- She Shreds flannel, hoodie, patches, beanie

Snow: Estimated value \$950

- Solomon Women's Gypsy Snowboard
- Smith snow helmet and goggles of winners' choice
- She Shreds flannel, hoodie, patches, beanie

Total ARV of all prizes: \$3,450

Any difference between stated approximate retail value and actual value of Prize will not be awarded. The Prize Winners will be able to select his or her preferred sizes when he or she is contacted.

The following applies to the Prizes: Except as specifically provided herein, the Prizes do not include taxes, or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the Prize winners. The Prizes may not be transferred or assigned except by Sponsor. Only the listed Prizes will be awarded and no substitutions, cash equivalents or redemptions will be made. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of a prize, are the sole responsibility of the winner of a given Prize. Sponsors and Administrators expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prizes awarded. By entering this Sweepstakes and/or accepting a prize, you agree to release, discharge, and hold harmless Sponsor and Administrators, prize providers (including Smith and their related legal entities) and all of their respective parents, affiliates, subsidiaries and related companies, divisions, advertising and promotion agencies and the respective employees, directors and officers of the foregoing from and against any/all claims, losses, injuries or damages, including death, resulting from the acceptance, use or misuse of any prize and/or participation in any prize related activities or any travel related thereto. Sponsor and Administrators makes no representations or warranties

concerning the appearance, safety or performance of any Prize awarded. Restrictions, conditions, and limitations apply. Sponsors and Administrators will not replace any lost or stolen prize items.

6. Winner Selection and Notification:

Four (4) weekly prize winner (as applicable as set forth below) will be randomly selected, from a random drawing of all eligible entries received during the Promotion Period or postmarked therein, on or about 12:00 PM PST on June 8<sup>th</sup>, June 15<sup>th</sup>, June 22<sup>nd</sup> and June 29<sup>th</sup>, 2018 by Sponsor.

The three (3) Grand Prize winners will be selected by preference of participating Athletes as noted below:

- Bike Grand Prize Winner: to be chosen by Kelli Samuelson
- Snow Grand Prize Winner: to be chosen by Desiree Melancon
- Surf Grand Prize Winner: to be chosen by Caroline Marks

Any potential Prize winners (if any) will be notified by email which will be sent within three (3) days of the date of drawing. If a potential Prize Winner is disqualified for any reason, does not respond within seven (7) days, cannot be contacted, or the Prize is returned as undeliverable, potential Prize Winner forfeits the Prize, and Sponsor reserves the right to award any given prize to an alternate entrant.

Odds of winning a Prize depend on the number of eligible entries received during the Promotion Period. In the event that insufficient eligible entries are received during the Promotion Period, then no Prize may be awarded for such drawing. The Prize drawing will be conducted by Sponsor whose decisions are final. The winner must be 18 years of age at the time of entry. Sponsor is not responsible for any typographical errors in these Official Rules or the advertising and promotion of the Sweepstakes. Except where prohibited by law, potential winners and their guests may be required to return an Affidavit of Eligibility and Publicity & Liability Release and any other reasonably required documents within seven (7) days following attempted notification or prize may be forfeited. **By entering this Sweepstakes you grant to Sponsors and/or their designees and affiliates permission to utilize your name, photos and/or likeness for promotion and publicity as Sponsors may deem appropriate from time to time (including use of publishing Prize) all without additional compensation to you, except where prohibited by law.** Return of any prize/prize notification as undeliverable, or inability of Sponsors and Administrators to contact a potential winner may result in disqualification and selection of an alternate winner.

7. Disputes:

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (iii) 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 (iv) 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

7. Privacy:

By entering the Sweepstakes, you agree to Sponsor's use and dissemination of your personal information to third parties. Such use and dissemination of such personal information shall be subject to any privacy policy of Sponsor then in effect.

8. Winners List:

The name of the Prize winners (if any) may be obtained thirty (30) days after close and no later than July 30, 2018 by sending a self-addressed stamped envelope to: "Smith This is My Thrill" Giveaway, 220 SE Martin Luther King Jr. Blvd., Portland, Oregon 97202.