

## REFRESH FOR SPRING GIVEAWAY

### OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ACCESS TO THE INTERNET IS REQUIRED TO PARTICIPATE.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility: Refresh for Spring Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia, (not including Hawaii and Alaska), who are at least eighteen (18) years old at the time of entry. Employees of Sea Bags, Orvis and affiliate and subsidiary companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Sea Bags and Orvis are subject to all applicable federal, state, and local laws and regulations and are void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors and Administrators decisions, which are final and binding in all matters, related to the Refresh for Spring Giveaway.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2. Sponsors:

Sea Bags-25 Custom House Wharf, Portland Maine 04101

The Orvis Company 178 Conservation Way Sunderland, VT 05250-4165

3. Timing: Refresh for Spring begins 12:00AM EST March 7, 2016 and ends 11:59PM EST March 21, 2016 (the "Promotion Period"). Administrators' computers set in Eastern Time Zone are the official timekeeping device for the Sea Bags and Orvis Refresh for Spring Giveaway.

4. How to Enter: During the Promotion Period, visit [seabags.com](http://seabags.com) and [Orvis.com](http://Orvis.com) and follow the links and instructions to complete and submit the registration form. You automatically will receive one (1) entry into the Refresh for Spring Giveaway Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. WINNERS DRAWING, NOTIFICATION AND ODDS: Administrator is an independent judging organization, whose decisions as to the administration and operation of the Refresh for Spring Giveaway, and the selection of the potential winner, is final and binding in all matters related to the Refresh for Spring Giveaway. Winner will be selected at random from all eligible entries received during the Promotion Period, on or around March 22, 2016. The potential winner will be notified by email or phone. Except where prohibited, the potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release within the required time period (if applicable), the potential winner forfeits the prize.

Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unclaimed.

The Refresh for Spring Giveaway prize will be fulfilled approximately 2-3 weeks after the conclusion of the Refresh for Spring Giveaway.

The winner will be contacted by email or phone and announced on social media by Sea Bags and Orvis when they have accepted the prize. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, Instagram, or any other social channel. Odds of winning will depend upon the number of eligible entries received during the Sweepstakes Period. Return of any prize as undeliverable will similarly disqualify that potential winner and an alternate potential winner will be selected based on the criteria herein. Sweepstakes winners may be featured on the Sponsors' respective Internet and social media websites. The decisions of Sponsors will be final and binding on all matters relating to the Sweepstakes.

**GRAND PRIZE:**

Orvis Favorite Sunwashed Quarter-Zip Sweatshirt \$79

Orvis River Guide Gingham Shirt \$89

Orvis Women's Guide Shorts \$79

Orvis Clover-Print Trucker Hats \$19

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Orvis Beaded Leather Americana Belt \$168

Sea Bags All Purpose Navy Tool Bucket Bag \$65

Sea Bags Yellow Ditty Bag \$25

Sea Bags Lobster Print Cosmetic Case Set \$120

Sea Bags Knot Board Tote \$170

Sea Bags Buoy Print Wristlet \$30

Sea Bags Fisherman's Rope Keychain \$15

Total Grand Prize approximate retail value ("ARV") is \$878 Prizes cannot be transferred or redeemed for cash by winner.

6. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsors, Twitter, Instagram, Facebook and any other social media channel held by the sponsors on this contest, the Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Refresh for Spring Giveaway or receipt or use or misuse of any prize.

Publicity: Except where prohibited, participation in the Refresh for Spring Giveaway constitutes winner's consent to Sponsors' and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

7. General Conditions: Sponsors reserve the right to cancel, suspend and/or modify the Refresh for Spring Giveaway, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Refresh for Spring Giveaway, as determined by Sponsor in its sole discretion. Sponsor 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 Refresh for Spring Giveaway, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Refresh for Spring Giveaway, may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Refresh for Spring Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Refresh for Spring Giveaway; (4) technical or human error which may occur in the administration of the Refresh for Spring Giveaway; or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Refresh for Spring Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Refresh for Spring Giveaway, if it is possible. If the Refresh for Spring Giveaway or any part of it, is discontinued for any reason, Sponsors, in their sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the

prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes set forth in these Official Rules to be available and/or claimed, Sponsors reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

9. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Refresh for Spring Giveaway, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Portland, ME or the appropriate Maine State Court located in Cumberland County, Maine; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Refresh for Spring Giveaway, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Refresh for Spring Giveaway shall be governed by, and construed in accordance with, the laws of the State of Maine without giving effect to any choice of law or conflict of law rules (whether of the State of Maine or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than that of the State of Maine.

10. Entrant's Personal Information: Information collected from entrants is subject to the following privacy policies:

Sea Bags Privacy Policy: <http://seabags.com/info/privacy-policy.html>.

Orvis Privacy Policy: <http://www.orvis.com/intro.aspx?subject=107>

11. MISCELLANEOUS: The names of companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release 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 herein.

Sponsors' failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For the participant, to the extent there is a conflict between Official Rules appearing in any other location and any terms of use or other agreements posted on the Sponsors' websites, these are the Official Rules to be abided by.

WINNERS' LIST: For the name of the Winner send a self-addressed, stamped legal size envelope after DATE and no later than DATE to: Sea Bags LLC Attn: Melissa Kenison 25 Custom House Wharf, Portland Maine 04101. The name of the Winner may also be posted on Sponsors' social media websites between the above-referenced dates.

12. SPONSOR AND PRIZE SUPPLIERS: © 2016 Sea Bags LLC. All rights reserved. © 2016, The Orvis Company Inc. Since 1856.