

US Sailing Giveway Terms and Conditions

1. THE PROMOTION. US Sailing will be giving away the following Prize in accordance with the terms of the Promotion provided herein.

A 5-night charter on a 45' three-cabin monohull courtesy of The Moorings.

2. ELIGIBILITY. The Promotion is open to any adult who, as of the start date, has reached the age of majority in their state of residence ("Eligible US Sailing Members"). The Promotion is void where prohibited or restricted by law and all US Sailing employees and their family members are not deemed eligible for entering this promotion.
3. TIMING. The Promotion ("Entry Period") will start on November 20, 2023 at 12:00 AM Eastern Time ("ET") and close on December 20, 2023 at 11:59 PM Eastern Time ("ET"). The drawing date will be on January 10, 2024 ("The Drawing").
4. HOW TO ENTER. Eligible adults will be automatically entered into the Promotion on purchase in the US Sailing online store or enters through the "Free Method" of entry through the US Sailing website.
5. DRAWING; ODDS; NOTIFICATION. On January 10th, 2024 US Sailing will select a winner from among all eligible entries received. Odds of winning a Prize are dependent on the number of eligible participants with each entrant having equal odds of winning. Winners will be notified by email at the email address associated with the winner's US Sailing membership within 48 hours. If the winner cannot be contacted within 48 hours of selection, or if the winner is found to be ineligible, then the winner may be disqualified and an alternate winner selected by US Sailing in its sole discretion in his/her place.
6. PRIZE ACCEPTANCE. The Prize must be accepted as awarded, and Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by US Sailing or for which US Sailing shall be liable, including, without limitation, any implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Winner is solely responsible for any and all costs, fees, taxes, and expenses associated with Prize awards, receipt, and use, including, without limitation, all federal, state, and local taxes on the Prize. If a winner does not wish to accept a Prize, an alternate winner will be selected from the pool of eligible entrants. All details of the Prize not set forth herein will be determined by US Sailing in its sole discretion. All entrants and entries are subject to verification prior to the awarding of a Prize, as are the eligibility, age, and other claims of information provided by a potential Prize winner.
7. GENERAL CONDITIONS. US Sailing reserves the right, in its sole discretion, to terminate, modify, or suspend the Promotion if, in US Sailing's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering, fraud, or technical failures with any portion of the Promotion. In such event, US Sailing reserves the right (but does not have the obligation) in its sole discretion to award the Prizes at random from among eligible, non-suspect entries received up to the time of suspected

impairment. US Sailing 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 Promotion.

8. **RELEASE.** By entering, each entrant forever, fully, and irrevocably releases and holds harmless US Sailing and its parents, subsidiaries, and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners, and Prize suppliers, and all of their respective employees, officers, directors, shareholders, and agents from and against all claims, damages, or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Promotion and/or entrant's award, receipt, or use of any Prize awarded in the Promotion.
9. **LIMITATIONS OF LIABILITY.** US Sailing is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from US Sailing's website(s), regardless of whether the material was prepared by US Sailing or a third party, and regardless of whether the material is connected to US Sailing's websites by a hypertext link.
10. **DATA COLLECTION.** Information collected in this Promotion will be administered by US Sailing in accordance with its Privacy Policy, located at <https://www.ussailing.org/wp-content/uploads/2023/04/USSA-Privacy-Policy-and-Terms-of-Use-Q2-2023.pdf>.
11. **US SAILING.** The email address, physical address, and phone at which US Sailing may be contacted is:

Email: info@ussailing.org

Physical Address: 1 Roger Williams University Way, Bristol, RI 02809

Phone: (401) 342-7900