Maui Jim®
Maui Invitational Tournament Sweepstakes
Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED.

You understand that you are providing your information to Maui Jim, Inc. The information you provide will only be used for the purpose of contacting winners and awarding prizes, unless you have opted to receive communication from the Sponsor. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor.

(1) Description of Sweepstakes – Maui Jim, Inc. (the “Sponsor”) is offering the “Maui Jim Maui Invitational Tournament Sweepstakes” (the “Promotion”) and will award one (1) Grand Prize via a random selection from all eligible entrants. The Promotion begins August 10, 2019 at 12:00:01 AM Central Time (“CT”) and ends at 11:59:59 PM CT on September 10, 2019 (“Promotion Period”).

By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in the Promotion, participants agree to release, discharge and hold harmless Promotion Entities (defined below) from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes.

(2) Eligibility – The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico and all other U.S. territories and possessions and overseas military installations) who are eighteen (18) years of age and/or have reached the age of majority in their state of residence at time of entry. Employees, officers and directors of Maui Jim, Inc. and Realtime Media LLC, their parent company, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies, (collectively “Promotion Entities”) their immediate families (parent, child, sibling & spouse) and persons living in the same households of such individuals (whether related or not), are not eligible to participate in the Promotion. Void in Puerto Rico, all other U.S. territories and possessions, overseas military installations and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

(3) How to Enter – Visit www.mauijimsweeps.com (the “Website”) during the Promotion Period and complete the registration form with your first/last name, email address, and zip code (optional) to
receive one (1) entry into the Sweepstakes (“Entry”). There is a limit of one (1) Entry per person, per email address, for the entire duration of the Promotion.

Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different/duplicitious identities or any other method will void that entrant's entries and that entrant may be disqualified. Entries that are incomplete, late, lost, or contain irregular or invalid information, or are corrupted in any way are void and will not be eligible.

(4) Grand Prize – On or about September 12, 2019, One (1) winner will be randomly selected to receive one (1) trip for two (2) people (winner and one (1) guest) to the Maui Jim Maui Invitational Tournament, November 25-27, 2019 in Maui, HI (“Grand Prize Trip”). Approximate Retail Value of the Grand Prize is $10,000. The Grand Prize Trip consists of round-trip coach airfare for two (2) people from the major metropolitan airport closest to the winner’s home (as determined by the Sponsor) to Kahului, Maui Island, HI, six (6) consecutive nights standard hotel accommodation (based on double occupancy), the use of a mid-size rental car for the duration of the stay, one (1) $500 VISA® gift card, two (2) pair of Maui Jim sunglasses of winner’s choice and one (1) pair of tickets for each day of the Maui Invitational Tournament. Travel must be taken only on dates that correspond to the Maui Jim Invitational Tournament and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner. If the potential Grand Prize Trip winner cannot take the Grand Prize Trip on these dates for any reason, the prize is forfeited and will be awarded to an alternate. The Grand Prize Trip is not transferable and there is no cash substitution available.

Winner’s traveling companion must travel on the same itinerary. Winner or his/her traveling companion must be a licensed insured driver 25 years of age or older to make use of the rental car portion of the Grand Prize Trip. The Grand Prize Trip does not include ground transportation to/from the residence of the winner and his/her travel companion to airport of departure/return, hotel parking surcharges, excursions, meals, snacks, beverages, gratuities, accident, baggage or trip cancellation insurance, personal expenses such as laundry, phone calls, premium hotel services or any other amenity or service not specifically mentioned in the above description. Sponsor reserves the right to substitute any portion of the Grand Prize Trip components with items of equal or greater value, not to exceed a total ARV of $10,000 for the Grand Prize Trip. Travel restrictions may apply. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor.

Grand Prize Trip prize winner and his/her travel companions will each be required to provide a valid government issued photo ID at time of travel. Photo identification and credit card or cash deposit may be required at hotel check-ins for incidental charges (e.g., room service, use of telephone/IT services, room service, laundry and all other optional extra services not provided in the prize). If Grand Prize Trip winner’s legal residence is on the Island of Hawaii (as determined by Sponsor), airfare portion of the prize will be forfeited, and a travel allowance will be provided in lieu thereof. If Grand Prize Trip winner elects to travel or partake in the Grand Prize Trip with no travel companion no additional compensation will be awarded. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor’s sole discretion. All airline tickets issued in conjunction with the Grand Prize Trip are not eligible for frequent flyer miles or any other promotional benefit. No code-share flights, one-way trips or upgrades allowed. Grand Prize Trip winner is solely responsible for any and all excess baggage charges, upgrades, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Grand Prize Trip winner’s possession, or in the possession of the Grand Prize Trip winner’s travel companion. Grand Prize Trip travel is subject to capacity controls, availability and certain other restrictions, all of which are subject to change. Unless otherwise necessitated by prize provider, no stopovers are permitted on tickets issued as the Grand Prize Trip; if a stopover otherwise occurs, the Grand Prize Trip will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Any unclaimed and/or unused components of the Grand Prize Trip will be forfeited by the Grand Prize Trip winner and will remain the property of Sponsor. There is one (1) Maui Trip Prize available with the total value of $10,000.
(5) Prize Awarding – The Grand Prize Winner will be randomly selected in a drawing conducted on or about September 12, 2019. The odds of winning depend upon the number of eligible entries received during the Promotion Period. Potential Grand Prize Winner will be contacted within two (2) business days of the drawing by the email address (and phone number if provided) associated with his/her entry. Potential Grand Prize Winner will be required to satisfactorily complete and return an Affidavit of Eligibility, a Liability/Publicity Release (unless prohibited by law), and an IRS Form W-9 (collectively “Affidavit”). The Affidavit must be returned within three (3) days of provision of the document. In completing the Affidavit the potential winner will be required to provide his/her social security or tax ID number, which will be used solely for the purposes of Sponsor’s legal compliance in filing U.S. Tax Form MISC-1099. Potential winner will also be required to send a copy of his/her passport, driver’s license, birth certificate or other appropriate documentation (acceptable to Sponsor) as proof of age and residency. Non-compliance with any of these requirements will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Return of prize notification and/or the Affidavit as undeliverable will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Winner’s traveling companion will be required to sign and return a Liability Release/Publicity Release/Proof of Age document prior to travel. Sponsor has no obligation for compensation or reimbursement of any kind if the verified Grand Prize Trip winner has accepted the Grand Prize Trip, travel arrangements have been booked/purchased and Maui Trip Prize winner (and/or his/her traveling companion) cannot take or complete the Maui Trip Prize Trip for any reason.

Entrants grant Sponsor the right to use and publish winner’s proper name and State of residence online in connection with the Promotion. Acceptance of a prize constitutes permission for Sponsor to use winner’s name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited by law. Prize recipient shall not be permitted to (a) replace his/her designated prize with another prize or item (b) redeem the prize for cash or (c) transfer or assign his/her designated prize to another person. All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner.

(6) General - All decisions of the Sponsor in any matter relating to this Promotion shall be binding and final. Sponsor is not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software, or web site. Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, late, lost, misdirected or postage due mail, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any, aspect of this Promotion, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate entrant’s eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion, if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Grand Prize Trip at random from among the eligible entries received up to the time of the impairment. The Promotion and the rights and obligations of Sponsor and Entrants will be governed by and controlled by the laws of the state of Illinois, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted, without resort to any form of class action, solely within the state courts of Illinois and federal courts located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion. In the event any provision of these Official Rules will be held to be unenforceable, these Official Rules will continue in full force and effect without such provision.

(7) Releases - All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may
be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant’s registration material on any related website, or (iv) any typographical or other error in these Official Rules.

(8) **Choice Of Law And Jurisdiction** - Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this 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 or provisions (whether of the state of Illinois or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of Illinois. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of Illinois. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

(9) **Privacy** - Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor’s Privacy Policy, which is available at http://www.mauijim.com/en/terms-privacy-page. In the event of any discrepancy between the Sponsor’s Privacy Policy and these Official Rules, these Official Rules shall control and govern.

(10) **Winners List** - To receive the name of the Grand Prize Winner by mail, send a self-addressed stamped envelope for receipt by September 30, 2019 to: Maui Jim, Inc., ATT: Maui Jim Maui Invitational Sweepstakes Winner Information, 8300 N. Allen Road, Peoria, IL 61615

**Sponsor:** Maui Jim, Inc., 8300 N. Allen Road, Peoria, IL 61615.