

2011 Harris FloteBote "Point, click, win" Drawing

Official Drawing Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS DRAWING.

ELIGIBILITY: To enter the Harris FloteBote "Point, click, win" Drawing (the "Drawing"), you: (i) must be a citizen of the United States or Canada or a lawful permanent resident of the United States or Canada, (ii) must be 18 years of age or older at the time of entering the Drawing, and (iii) must not be considered a minor in your state of residence. Drawing is void where otherwise restricted or prohibited by law. Employees of Harris FloteBote (the "Sponsor") and its affiliated companies, parents, subsidiaries, service partners, and advertising and promotion agencies (collectively, "Drawing Entities"), and their IRS dependents, immediate families (i.e. parents, children, siblings, spouse) and members of their households (whether related or not) are ineligible to participate in this Drawing. Only one entry per person is allowed. Multiple entries will be disqualified. Each photo may only be used once even if multiple persons are in the photo.

HOW TO ENTER: To enter, you must either visit an authorized Harris FloteBote dealership (to find your nearest dealer, visit the website and click the *Find A Dealer* link) or go to your local boat show featuring Harris FloteBote pontoons (see *Boat Show Calendar* link on our website) and take a photograph of yourself and/or your family in front of or in a Harris FloteBote pontoon boat. Next, go to the official Drawing page located at _____ and submit your photo, along with the required contact information. Full name and a valid email address must be entered to be used in contacting winner. **You must "like" Harris FloteBote's Facebook page to be eligible to win the Drawing.** NO PURCHASE IS NECESSARY. Sponsor shall have the right to reject any photo that Sponsor deems, in its sole and absolute discretion, to be lewd, derogatory, obscene, distasteful, or otherwise inappropriate. Only one entry is allowed per person. Multiple entries will be disqualified.

DRAWING & NOTIFICATION: The Drawing will begin on January 1, 2011 at 8:00am EST and will conclude on March 31, 2011 at 11:59pm EST. The winner of the first (1 of 6) iPod Nano prize will be chosen randomly from all entries submitted between January 1, 2011 and January 16, 2011 and will be announced on the Harris FloteBote Facebook page January 17, 2011. The winner of the second (2 of 6) iPod Nano prize will be chosen

randomly from all entries (excluding winner of previous drawing) submitted between January 1, 2011 and January 30, 2011 and will be announced on the Harris FloteBote Facebook page January 31, 2011. The winner of the third (3 of 6) iPod Nano prize will be chosen randomly from all entries (excluding winners of previous drawings) submitted between January 1, 2011 and February 13, 2011 and will be announced on the Harris FloteBote Facebook page February 14, 2011. The winner of the fourth (4 of 6) iPod Nano prize will be chosen randomly from all entries (excluding winners of previous drawings) submitted between January 1, 2011 and February 27, 2011 and will be announced on the Harris FloteBote Facebook page February 28, 2011. The winner of the fifth (5 of 6) iPod Nano prize will be chosen randomly from all entries (excluding winners of previous drawings) submitted between January 1, 2011 and March 13, 2011 and will be announced on the Harris FloteBote Facebook page March 14, 2011. The winner of the sixth (final) iPod Nano prize will be chosen randomly from all entries (excluding winners of previous drawings) submitted between January 1, 2011 and March 31, 2011 and will be announced on the Harris FloteBote Facebook page April 1, 2011. The winner of the Grand Prize Apple iPad will be chosen randomly from all entries (including winners of previous drawings) between January 1, 2011 and March 31, 2011 and will be announced on the Harris FloteBote Facebook page on April 4, 2011.

The winners of each drawing will be contacted by Sponsor using the email address provided with submission. The winner will be selected by random draw facilitated by the Harris FloteBote Drawing administrator. The odds of winning depend on the number of eligible entries received. Canadian residents will also be required to complete a mathematical test or other skill test such as a trivia question about Sponsor's boats to be eligible to enter. If a potential winner does not respond to the notification email within five (5) business days from the first notification attempt, then such entrant will be disqualified and an alternate winner will be selected. In the event of a dispute as to the identity of a winner based on an email address, the winner will be deemed the authorized account holder of the Facebook account submitted at time of entry. The term "Authorized Account Holder" is defined as the natural person who is listed as the account holder of the email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

PRIZES:

ONE (1) GRAND PRIZE: The winner will receive one (1) 16GB Wi-Fi iPad. Sponsor will purchase the prize on winner's behalf and have it shipped directly to the winner's home address, to be provided upon verification of

winner eligibility, within 31 business days. The value of the prize is approximately \$550.

SIX (6) ADDITIONAL PRIZES: The winners of the six additional prizes will receive one (1) 8BG Apple iPod Nano with Multi-Touch each. Sponsor will purchase the prize on winner's behalf and have it shipped directly to the winner's home address, to be provided upon verification of winner eligibility, within 31 business days. The value of the prize is approximately \$150 each.

CONDITIONS: The potential winner will be required to sign and return an Affidavit of Eligibility and a Publicity Release (the "Affidavit/Release"). The signed Affidavit/Release must be returned to Sponsor by the date and/or time indicated or within ninety (90) days of receipt of such documents. If the potential winner fails to return the Affidavit/Release within that time, or if the potential winner is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential winner will be disqualified and an alternate winner will be selected through a random drawing by the Sponsor from the remaining entries. If the prize or prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. All federal, state or other tax liabilities (including income taxes) arising from this Drawing will be the sole responsibility of the winner. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Sponsor to use said winner's name, likeness, biographical information (including but not limited to Facebook information), Facebook images and photographs on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Winning entries and prizes are not transferable; no prize substitutions are allowed except by the Sponsor who reserves the right to substitute prizes with prizes of equal or greater value. The prize cannot be redeemed for cash. The Sponsor, its affiliates and agencies are responsible for prize delivery only.

SPONSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRIZES, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRIZES.

USE OF PHOTOS SUBMITTED BY DRAWING ENTRANTS: By submitting a photo to Sponsor, Entrant grants Sponsor and/or its affiliates the right to use any photo, or any edited, cropped or modified version of such photo, regardless of whether such entrant's photo or video is selected as the winner of the Drawing on Sponsor's Facebook page, Website and printed marketing materials.

Each entrant represents and warrants that it has obtained permission from any and all recognizable individuals appearing in the photo prior to submitting it to Sponsor. If an Entrant is unable to obtain permission from any recognizable individual(s) appearing in a photo, the Entrant should blur or crop out such individual(s). Permission to submit a photo of any individual under the age of eighteen must be obtained from that person's parent or guardian. If Sponsor is asked to remove a photo due to an entrant's failure to obtain permission from that individual, that Entrant shall be disqualified.

Sponsor shall have no obligation to use the winning photo on any Sponsor product(s), and if Sponsor uses the winning photo Sponsor shall have the right to cease using the photo, modify the photo, or combine the photo with other words, text, images, graphics and designs, in its sole and absolute discretion. Entrants shall not be entitled to any compensation of any kind arising from Sponsor's use of any photo, or any derivation or modification of any photo, submitted to Sponsor as part of the Drawing.

MISCELLANEOUS: This Drawing is subject to all applicable federal, state and local laws. By participating, entrants and their participating entities agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Drawing or these Official Rules. The Drawing Entities shall not have any liability for (i) any technical failures of any kind, including but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (ii) technical or human error which may occur in the administration of the competition; (iii) any malfunction of or damage to the prizes; or (iv) any restrictions or delays imposed by any customs authorities or any import or other taxes of any kind imposed by any taxation authority in respect of the prizes. Drawing Entities are not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Drawing or downloading any materials in this Drawing. Sponsor may prohibit an entrant from participating in the Drawing or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Drawing by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten

or harass any other entrants, Sponsor, or Drawing Entities. If for any reason this Drawing is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Drawing and randomly draw from those entries received up to the cancellation/suspension date.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

PRIVACY: Sponsor will not provide information to 3rd parties. Please see Sponsor's Privacy Policy located at <http://www.harrisflotebote.com/sb/privacy>.

NO LIABILITY: By entering, entrants and the winner agree to comply with all Official Rules, as stated and agree to release, discharge, indemnify and hold harmless the Drawing Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the winner, entrants, or any other third parties, related in any way to the operation of this Drawing as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Drawing-related activity or participation in this Drawing.