

# CATCH OF THE WEEK PROMOTION OFFICIAL RULES

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.  
OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES WHO ARE 13 YEARS OF AGE AND OLDER  
AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES.**

**VOID IN PUERTO RICO, QUEBEC, CANADA AND WHERE PROHIBITED.**

1. **PROMOTION TIMING:** This Catch of the Week Sweepstakes (the "**Sweepstakes.**") begins at **12:01 P.M Pacific Time ("PT") on May 1, 2017 and ends 11:59 P.M. PT on AUGUST 20, 2017 ("Promotion Period")**.
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States, who are 13 years of age or older and are physically domiciled in the United States as of date of entry. Employees of the following companies or their respective parent, subsidiaries or affiliate companies or promotion agencies are not eligible: Wisconsin Pharmacal Company ("**Sponsor**"), or any retailer of any products of Wisconsin Pharmacal Company. Immediate family members (spouses, parents, children, and siblings and their spouses) of such employees and/or persons living in the same household of such employees (whether or not related) are also not eligible. Void outside the fifty (50) United States and where prohibited or restricted by law. All applicable federal, state and local laws apply. By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects.
3. **HOW TO ENTER:** You may enter the Sweepstakes as set forth below.
  - Catch a fish, preferably using one of our awesome baitmate products.
  - Take a photo or short video of your catch.
  - Post your photo or video on Facebook, Instagram, or Twitter along with #baitmate.

You must follow the online instructions and comply with the "Official Rules" which are available in the Catch of the Week sections of the baitmate.com home page on Baitmate.com. Your post will not be eligible as an entry in Catch of the Week if you do not comply with the appropriate Rules.

4. **RANDOM DRAWING & NOTIFICATION:** The potential winners of the Sweepstakes will be selected in a random drawing from all eligible entries received for the Sweepstakes. Odds of winning in the Sweepstakes depends on the total number of eligible entries received for that Sweepstakes. The potential winners will be notified by their social media entry choice. The potential winners will be required to provide a mailing address and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within two (2) calendar days of notification by Sponsor. The potential winners will not be declared an official winner and the prize may be forfeited and will be awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) any prize is returned as undeliverable, (iii) a proper mailing address is not specified, (iv) the potential winners fail to provide their contact information within two (2) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (v) the potential winners are determined by Sponsor, in its sole discretion, to be ineligible, (vi) the potential winners decline the prize, or (vii) the potential winners are otherwise not in compliance with these Official Rules. Sponsor shall not be responsible for any delays in awarding any prize for any reason.
5. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV").** There will be 13 weekly Winners who will be eligible to receive one (1) Baitmate Prize Pack and one (1) Grand Prize Fishing with Gillespie winner. The winners are responsible for all federal, state and local taxes. The prize is not transferable or assignable and may not be substituted or redeemed for cash either in whole or in part. No cash or other substitution may be made except by Sponsor, who reserves the right, in Sponsor's sole discretion, to substitute the prize with another prize of equal or greater value. Sponsor will not be responsible for any lost, mutilated or stolen Prize Packs. There will also be
6. **GENERAL CONDITIONS:** The following terms of this Paragraph 8 and the terms of Paragraphs 9 through 12 below apply to the Sweepstakes.
  - a. By entering the Sweepstakes, all participants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and legally binding in all matters relating to this Sweepstakes.
  - b. All participants, as a condition of entry, agree that they have not purchased any kind of Internet service or made any expenditure whatsoever (other than on their social media post) in order to participate in and/or enter the Sweepstakes. Normal Internet access and usage charges imposed by your online service may apply.

- c. In the event of a dispute regarding the identity of an entrant and/or the Prize winners based upon an email address, an entry will be deemed submitted by the authorized account holder of the email address provided, but only if that person meets all other eligible criteria, as determined in the sole discretion of the Sponsor. 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.
- d. By entering, the winners grant Sponsor and its designees the right to use winner's names, likenesses, voices, statements, opinions and biographical information for advertising, promotion and other purposes in any and all media now known or hereafter devised, worldwide without limitation and without additional compensation, permission or notification, except where prohibited by law.
- e. Persons who tamper with or abuse any aspect of this Sweepstakes or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, as its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, technical or phone line failures or any other problems beyond the control of the Sponsor, and to award the prize based on a drawing among all eligible entries received prior to cancellation.
- f. By entering, participant represents that their post is original, truthful and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the participant owns or has the rights to convey any and all right and title in such post. In addition, by entering, participant grants to Sponsor a non-exclusive, irrevocable, royalty-free transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and /or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to the entrant at any time in the future for any purpose, without further permission, notice or compensation (except where prohibited by law).
- g. Online entries on the Catch of the Week are governed by Sponsor's Privacy Policy and its Terms of Use.

**DISCLAIMERS & RELEASES:** By entering the Sweepstakes, entrants, to the maximum extent permitted by law, hereby release and hold harmless Sponsor, Wisconsin Pharmacal Company, and each of their advertising and promotion agencies, and each of their respective officers, directors, employees, and agents (collectively, "**Released Parties**"), from and against any liability, claims, lawsuits, judgments, losses, damages of any kind, injuries, death, property damage, costs and expenses, arising from, resulting from or in connection with the Sweepstakes, the participation in the Sweepstakes, or the receipt, possession, use or misuse of any prize. Released Parties are not responsible for lost, late, incomplete, inaccurate, delayed, misdirected or undelivered mail or online entries or other errors or difficulties of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the winners, or in any Sweepstakes-related materials. Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for any technical failure that may occur with posting. Proof of sending or submission is not proof of entry. If the social media provider goes down or for any other reason Sponsor is unable to accept online entries in connection with this Sweepstakes, Released Parties are not responsible, but will make a good faith effort to remedy the problem as quickly as possible.

**DISPUTES:** Except where prohibited, each participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) the participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of New York without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of New York.

**SPONSOR:** Wisconsin Pharmacal Company, 1 Pharmacal Way, Jackson, WI 53037