

**Orphanboards.com “Win a Surfboard” Sweepstakes
Official Rules**

REGISTRATION OR PURCHASE ARE NOT NECESSARY. A purchase/registration will not increase your chance of winning.

Eligibility. The Orphanboards.com “Win a Surfboard” Sweepstakes is open to legal permanent residents and citizens of the fifty (50) United States and the District of Columbia who are at least 13 years of age at the time of entry. The Sweepstakes is void elsewhere and where prohibited by law. Entrants under 18 years of age must obtain permission to enter from their parents or legal guardians prior to entering. By authorizing a child to participate, the parent or legal guardian agrees to these official rules. Employees of Orphanboards.com, prize provider(s), and each of their respective affiliates, subsidiaries, advertising and promotion agencies, wholesale distributors, and individual retail licensees are ineligible, as well as the immediate family and household members of each are ineligible.

Timing. Sweepstakes begins at 12:01 AM Pacific Time (“PT”) on November 1, 2023 and ends at 11:59 PM PT on February 28, 2024. If less than 5000 entries have been submitted by 11:59 PM PT on February 28, 2024, the Sponsor may extend the Sweepstake end time to 11:59 PM PT on December 31, 2023. If the Sweepstakes end time is extended to 11:59 PM PT on February 28, 2024, notice of such extension will be posted on www.orphanboards.com. Sponsor's servers and clock shall serve as the official clock for the Sweepstakes and participants’ proof of submission does not constitute proof of receipt by Sponsor.

Sponsor: Orphanboards.com, PO Box 212111, Chula Vista, CA 91921

Entry Method. During the Sweepstakes Period, go to the Apple Store or Google Play store and download the Froth Mobile Application. Follow the instructions to register as a User on the Froth Mobile Application. Then, post a Surf Report/Surfboard (or multiple Surf Reports/surfboards) on the Froth Mobile Application. Upon completion of each posted Surf report or surfboard, one (1) entry into the Sweepstakes will be provided to the entrant. Entrants under 18 years of age must obtain permission to enter from their parents or legal guardians prior to entering. By authorizing a child to participate, the parent or legal guardian agrees to these official rules. Sweepstakes begins at 12:01 AM Pacific Time (“PT”) on November 1, 2023 and ends at 11:59 PM PT on February 28, 2024. If less than 5000 entries have been submitted by 11:59 PM PT on February 28, 2024, the Sponsor may extend the Sweepstake end time to 11:59 PM PT on May 31, 2024.

There is no limit on entries into the Sweepstakes.

Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. No other methods of entry are acceptable. All entries must be received by the final day of the Sweepstakes (**11:59 PM PT on February 28, 2024 or May 31, 2024**). Entries will become the property of Sponsor and will not be returned or acknowledged. No mechanically reproduced or photocopied mailed entries permitted. Sponsor, prize providers and each of their respective

parents, subsidiaries, affiliates, licensors, licensees, contractors, distributors, suppliers, sales representatives, retailers, advertising or promotion agencies, and each of their respective officers, directors, employees, representatives and agents are not responsible for lost, late, damaged, incomplete, postage-due, misdirected, unintelligible, returned, or undelivered entries or mail, theft or destruction or unauthorized access to or alterations of entry materials, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network.

Prize/ Value/Odds.

One (1) prize will be awarded during the Sweepstakes Period.

Each prize includes:

- A Surfboard of winners choice up to a retail value of \$800
- OR cash prize of \$800 USD

Odds of winning will depend on the total number of eligible entries received.

Prize Conditions.

Prize execution shall take place on a date mutually agreed upon by the prize winner and Sponsor. The sweepstakes winners must notify Sponsor at least three (3) business days prior to the date on which the winner wishes to redeem the prize. Notwithstanding the foregoing, Sponsor reserves the right to change the date of the prize execution in its sole discretion. **In the event that a potential winner is unable to use a prize on the date scheduled by Sponsor, potential winner forfeits prize.** Winner may not substitute or transfer prize offered or any portion thereof, however, Sponsor reserves the right to substitute the prize with a prize of equal or greater value. All prizes will be awarded if possible. Sponsor will not replace any lost, mutilated, or stolen prizes. Sponsor reserves the right to require winner to claim prize in person in the city of San Diego, California, United States.

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 as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

All expenses relating to acceptance and use of prizes that are not explicitly listed herein as being awarded, including but not limited to travel expenses, meals, lodging, parking and payment of taxes, are the sole responsibility of the winner or, if the winner is a minor, his or her parent or legal guardian. All prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

WINNERS ACKNOWLEDGE THAT PRIZES ARE AWARDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS THEREOF. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

Releasees are not responsible for damage to a prize or loss of a prize after the prize has been claimed.

Winner Selection.

On or about the close of the Sweepstakes Period, one (1) winner will be selected via a random drawing from among all eligible entries received during the Sweepstakes Period.

All drawings shall be conducted by Sponsor, whose decision is final in all matters relating to this Sweepstakes. The decisions of Sponsor will be final as to all matters, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an entrant should be disqualified.

ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

Winner Notification. A congratulatory announcement to the potential winners will be made on or about the final day of the sweepstakes (February 28, 2024 or May 31, 2023). Potential winners may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release and (except where prohibited by law) Publicity Release within three (3) days of prize notification. In the event of noncompliance within the stated response times, potential winner will be disqualified and prize will be forfeited and an alternate winner selected as set forth below. Any prize notification or prize returned to the Sponsor or its agents as undeliverable will result in disqualification and the awarding of that prize to an alternate winner as set forth below. If a potential winner can't be reached, does not respond to potential winner notification within three (3) days, does not complete, sign and return the Release Documents by the designated time, or is for any other reason deemed to be disqualified or ineligible, then that potential winner will forfeit the prize and another potential winner will be selected from among all eligible entries received during the applicable Promotion Period.

By entering the Sweepstakes or the acceptance or use of any prize, entrants (and if considered a minor in the state in which he/she resides their parent and/or legal guardian) hereby waive and

release, and agree to indemnify, defend and hold harmless from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. By participating in this Sweepstakes, participants agree to be bound by these Official Rules.

General Terms & Conditions. Persons who tamper with or abuse any aspect of the Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate the Website's terms of service, as solely determined by the Sponsor, will be disqualified. Releasees are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Releasees are not responsible for injury or damage to participants' or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, the Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Sweepstakes, and randomly select the winners from valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by the Sponsor.

In the event of a dispute regarding entries received from multiple entrants, the entry will be deemed to be entered by the authorized account holder of the e-mail account associated with the entry. The authorized account holder shall be defined as the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Acceptance of prize offered constitutes permission from winners (and if considered a minor in the state in which he/she resides from their parent and/or legal guardian) for taking and use of video and photographs of the winners and their guests and the use by the Sponsor of such video and photographs as well as the winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the World Wide Web without notice or review or approval, where permitted by law.

As a condition of entering this Promotion, each entrant agrees that: (1) under no circumstances will the entrant be entitled or permitted to obtain awards for, and entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims, causes of action, and liability arising out of or connected in any way with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by litigation conducted in the federal or state courts located

in San Diego County, California and pursuant to California law; (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event shall attorney's fees be recoverable by any party; and (4) Orphanboards.com is allowed to publish photographs and the name of the entrant for use in Orphanboards.com's printed publications, promotions and website with no financial compensation and such use does not confer rights of ownership to the entrant whatsoever.

This Sweepstakes is subject to all federal, state and local laws and regulations. Taxes, if any, are solely the responsibility of the winners, or, if the winner is a minor, his or her parent or legal guardian. By entering this Sweepstakes, entrants (and if considered a minor in the state in which he/she resides their parent and/or legal guardian) agree to be bound by these Official Rules, including all entry requirements.

Rules Request. To obtain a hard copy of these Official Rules, send an email by **February 28, 2024** to: support@orphanboards.com.

Winner List. For the names of the winner and their state of residence, send an email to support@orphanboards.com. Requests must be received by **February 28, 2024**.

This Sweepstakes is void where prohibited or restricted.

ABBREVIATED RULES

Orphanboards.com "Win a Surfboard" Sweepstakes

NO PURCHASE OR REGISTRATION NECESSARY. Sweepstakes begins 12:01 AM PT on 11/1/2023 and ends at 11:59 PM PT on 2/28/2024. If less than 5000 entries have been submitted by 11:59 PM PT on February 28, 2024, the Sponsor may extend the Sweepstake end time to 11:59 PM PT on February 28, 2024. Open only to legal permanent residents and citizens of the 50 U.S. and D.C. who are at least 13 years of age at the time of entry. Void where prohibited. To enter: Download the Froth App, create a user account, and post a Surf Report/surfboard OR send a letter to: Orphanboards.com Sweepstakes, PO Box 212111, Chula Vista, CA 91921 with the following (1) Full First and Last Name, (2) mailing address, (3) phone number, and (4) email address. Orphanboards.com is not responsible for entries not received before 11:59 PM PT on February 28, 2024 or 11:59 PM PT on May 31, 2024 (if the end date has been extended).