

**WOODS HOLE OCEANOGRAPHIC INSTITUTION
OCEAN OF COMFORT SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Ocean of Comfort Sweepstakes (the “Sweepstakes”) begins at 12:00 p.m. EST on May 1, 2020 (the “Sweepstakes Start Date”) and ends at 11:59 p.m. EST on May 10, 2020 (the “Sweepstakes End Date”), (such period referred to herein as the “Sweepstakes Period”). The Sweepstakes is sponsored by Woods Hole Oceanographic Institution (the “Sponsor”). This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. You are providing your information to Sponsor and not to Facebook, Instagram or Twitter.

1. HOW TO ENTER: To enter, visit <https://www.whoi.edu/join-us/contests/ocean-of-comfort-sweepstakes/> (the “Website”), enter your name, address and email address and check the box indicating that you have read, and agree to be bound by, these Official Rules. Participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sponsor. No illegible, incomplete, forged or altered entries will be accepted. All entries must be received by the last day of each month during the Sweepstakes Period. One entry per person. Mechanically reproduced entries not accepted. All entries become the property of the Sponsor and will not be returned.

- **PRIZE:** There will be one (1) Grand Prize offered to one (1) winner of the Sweepstakes and one (1) Finalist Prize offered to ten (10 winners). The Grand Prize consists a one-year WHOI Associates Membership (approximate retail value (“ARV”): \$100), Thoreau's Cape Cod (approximate retail value (“ARV”): \$24.95), Whales, 500 piece puzzle (approximate retail value (“ARV”): \$20), Ocean Zone Knee Socks (approximate retail value (“ARV”): \$12.95), Alvin hooded sweatshirt in a size of the winners’ choice (approximate retail value (“ARV”): \$59.95), WHOI sweatpants (approximate retail value (“ARV”): \$49.95), WHOI bistro mug (approximate retail value (“ARV”): \$13.95), WHOI stainless steel water bottle (approximate retail value (“ARV”): \$23.95), and *Take a Breath* car magnet (approximate retail value (“ARV”): \$7.95). The Finalist Prize consists of an Ocean Zone Knee Socks (approximate retail value (“ARV”): \$12.95) and *Take a Breath* car magnet (approximate retail value (“ARV”): \$7.95), Odds of winning are affected by the number of eligible entries received by the Sweepstakes End Date. Total approximate retail value of Grand Prize: \$270.00 (actual value may vary). Total approximate retail value of Finalist Prize: \$21 (actual value may vary). Allow 3-4 weeks after validation of arrangement for receipt of prize. The actual number of prizes awarded is based on the number of eligible entries received. There is no substitution, cash equivalent or transfer of prizes allowed. Winner will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. In order to receive a prize, winner may be required to provide proof of identification. Taxes on any prize, including income and/or sales taxes, are the sole responsibility of winner(s).

2. ELIGIBILITY: Sweepstakes is only open to legal residents of the United States who are at least 18 years old at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and warrants that s/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. **SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.

3. SELECTION OF WINNERS: On or about May 10 2020, the Sponsor will randomly select the winners. Winners will be selected from all eligible entries received by the Sweepstakes End Date. Winners will be notified by mail, telephone or email using the information provided on the official entry form, within 30 days of the drawing. In the event a winner does not accept the prize, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winner. Winners agree to use of name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, winner may be required to sign and return a Publicity Consent and Liability Release.

4. CONDITIONS: The Sponsor and Facebook, Twitter and Instagram, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; or (vi) any printing or typographical errors in any materials associated with the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sponsor will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Sweepstakes, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Sweepstakes shall be governed by Massachusetts law.

5. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules (including any alleged breach thereof), any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration

Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Official Rules, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at social@whoi.edu. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Woods Hole Oceanographic Institution, 266 Woods Hole Road, Woods Hole, MA 02543-1050, Attention: WHOI **Contests** ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the

AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. Without limiting the severability provision in Section of the these Official Rules, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 6(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 6(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

h. Future Changes to Arbitration Agreement. Notwithstanding any provision in these Official Rules to the contrary, Sponsor agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sponsor written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

6. WINNERS LIST: The first name, last initial, city and state of the winner(s) and a copy of these Official Rules will be available on-line at the Website on the Sweepstakes End Date, and for 90 days thereafter.

7. SWEEPSTAKES SPONSOR:

Woods Hole Oceanographic Institution
Ocean of Comfort Sweepstakes
266 Woods Hole Road
Woods Hole, MA 02543-1050

8. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

9. Copyright 2020 Woods Hole Oceanographic Institution. All rights reserved. Woods Hole Oceanographic Institution and the associated logo are registered trademarks of Woods Hole Oceanographic Institution. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.