

**MarineMax/SkipperBud's "Summer 250" Sweepstakes  
(the "Sweepstakes") OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**DATES OF SWEEPSTAKES:** The Sweepstakes begins at 12:00 p.m. Eastern Daylight Time ("ET") on June 17, 2026 and ends at 11:59 p.m. ET on August 31, 2026 ("Sweepstakes Period"). The Website (defined below) is the "official computer" and official time keeping device for this Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is only open to legal permanent residents of the fifty (50) United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry (the "Entrant"). Employees, officers and directors of MarineMax, Inc. (the "Sponsor") and each of its subsidiaries and affiliates, distributors, vendors, advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes, and the entities supplying the Grand Prize (collectively referred to herein as "Sweepstakes Entities") as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate.

The Sweepstakes is void outside of the fifty (50) United States, the District of Columbia and wherever else restricted or prohibited by law. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor or the Sweepstakes Entities, which are final and binding in all respects.

**HOW TO ENTER:** Follow the steps below to receive an entry into the Sweepstakes:

1. **Pick Up Your Burgee:** Visit a MarineMax or SkipperBud's location to receive a free America 250<sup>th</sup> Anniversary burgee and card, while supplies last.
2. **Online Entry Form:** Then, follow the instructions on the enclosed card and scan the QR code on the card to be directed to the online entry form (the "Website"). Complete the online entry form with all required fields to include your Instagram handle or Facebook username.
3. **Capture the Moment:** Snap a photo of yourself on the water with your America 250 Anniversary burgee.
4. **Share It:** Then visit Instagram **OR** Facebook, to post the photo on your personal Instagram or Facebook page with the hashtag, #showusyourburgee and tag @MarineMax or @SkipperBuds (depending on the location in which you received the burgee).

**Upon completion of all four (4) steps above for both Instagram and Facebook (the "Entry"), Entrant will receive one (1) Entry into the Sweepstakes. There is a limit of one (1) Entry per Entrant for the entire Sweepstakes.**

**You must be a registered Instagram and/or Facebook user, and your profile settings must be set to "public" to be eligible to enter. To become a registered user of Instagram and/or Facebook, create an account on Instagram at [www.instagram.com](http://www.instagram.com) and Facebook at [www.facebook.com](http://www.facebook.com).**

*This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with META. You understand that you are supplying your information to the Sponsor and not to META.*

**There is a limit of one (1) Entry per person Instagram and Facebook account during the Sweepstakes Period.**

**ADDITIONAL CONDITIONS:** The Entry must be an original work created by the Entrant and cannot have previously won a promotion. Entry must not have been previously published, must not be awaiting publication, nor may be submitted for publication consideration during the Sweepstakes Period. Entrant's Entry cannot infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Entry must be in English and must NOT include the brand name or the trademark of any other manufacturer, except for MarineMax or SkipperBud's.

Entries not meeting the requirements as set forth in these Official Rules or that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor in its sole discretion, will not be eligible and will be disqualified. Any Entry suspected by Sponsor of violating the proprietary rights of any third party (including but not limited to intellectual property rights and rights of privacy/publicity), or any local, state or federal law(s) will be disqualified, at Sponsor's sole discretion.

The Sweepstakes Entities are not responsible for any Entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication 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, technical malfunctions, or otherwise.

By participating, Entrant agrees that their Entry may be shared on social media sites or other websites by the Sponsor.

By submitting an Entry, Entrant grants Sponsor and its affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the Entry, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Entry to Sponsor's affiliates, its marketing agencies, and to third parties for these purposes. Without limiting the foregoing, each Entrant consents to have the Entrant's Entry made available for public viewing and/or comment on the Internet.

Entry must be truthful in all respects. Entrant further agrees and warrants that they shall not submit any Entry that is known by the Entrant to (a) be false, inaccurate, or misleading; (b) that infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) that is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation.

In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram/Facebook account from which the Entry was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution,

etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the Entry.

Any attempt by any Entrant to enter this Sweepstakes using multiple/different Instagram/Facebook accounts, e-mail addresses, identities, registrations and logins, or any other methods may void his or her Entries and may result in his or her disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram/Facebook account that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

**NON-QUALIFYING ENTRIES:** Entries (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm, and/or (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered, inappropriate, unsuitable, or offensive, and/or (c) containing and displaying third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light, and/or (d) otherwise violate these Official Rules, as determined by Sponsor, in its sole discretion, shall be disqualified from the Sweepstakes. Sponsor reserves the right to disqualify an Entry with offensive content or material that it feels is inappropriate in any way. The Entry must not infringe on any third party copyrights or other rights. Late Entries or Entries sent via any other method than those stated above will not be accepted.

**WINNING/ODDS:** On or about September 3, 2026, one (1) prize winner (the "Prize Winner") will be selected in a random drawing conducted by Sponsor from among all eligible Entries received during the Sweepstakes Period. Odds of winning the prize are dependent upon the total number of eligible Entries received during the Sweepstakes Period. The random drawing will be conducted by the Sponsor whose decisions are based upon their sole discretion and their interpretation of these Official Rules, and is final and binding in all respects. Sponsor reserves the right not to award the prize if, in its sole discretion, it receives an insufficient number of eligible and qualified Entries. Prize award is subject to verification of eligibility and compliance with the terms and conditions of these Official Rules.

**PRIZE:** One (1) prize of a six (6) day/five (5) night charter vacation by MarineMax (the "Prize"). The Prize is inclusive of a MarineMax 443 3-cabin power cat in the British Virgin Islands. Prize winner must qualify to captain the boat themselves. If the Prize Winner is not qualified to captain, a licensed captain from MarineMax can be hired at the sole expense of the Prize Winner. If including a captain, they will utilize one of the cabins. All transportation and any other expenses and incidental travel costs not expressly stated in the Prize description above, including but not limited to, a licensed captain, transportation between the Prize Winner's home, or either parking, meals, beverages, merchandise/souvenirs, local and long distance telephone calls, additional ground transportation, tips/gratuities, surcharges, service charges or facility charges, taxes or other expenses or incidentals are the sole responsibility of the Prize Winner. Prize winner must complete travel by February 1, 2027. If the Prize Winner does not complete travel by February 1,

2027, the Prize will be forfeited and no compensation will be awarded to the Prize Winner.

Total ARV of the Prize to be awarded is \$12,500.

Use of the charter is subject to the standard terms, conditions, and health and safety policies applicable in the charter terms. Prize Winner's guest(s) must be twenty-one (21) years of age or older. The terms and conditions of the charter will govern in the event the charter is unable to occur or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. The Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of the charter. In the event that the charter does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, no additional substitution or compensation will be provided. Charter may be subject to change due to impracticability or unavailability, or for any other reason as determined necessary by Sponsor or its designee and are subject to any and all applicable health and safety protocols (which may be dictated by provider/location policies and/or state and/or local government requirements – all of which are subject to change at any time).

No substitution or cash redemption of Prize is permitted. Prize Winner is solely responsible for all federal, state and local taxes. Sponsor reserves the right to substitute a prize of equal or greater value if the Prize or any portion of the Prize becomes unavailable due to reasons beyond the control of the Sponsor. No more than the number of prizes set forth in these Official Rules will be awarded. Except as otherwise set forth herein, Prize will be awarded.

**NOTIFICATIONS/CLAIMS: POTENTIAL PRIZE WINNER WILL BE NOTIFIED BY THE SPONSOR VIA A COMMENT ON INSTAGRAM/FACEBOOK/EMAIL WITHIN ONE (1) TO TWO (2) BUSINESS DAYS FROM THE FINAL DETERMINATION OF POTENTIAL PRIZE WINNER, ON OR ABOUT SEPTEMBER 4, 2026 (THE "NOTIFICATION").** The Notification will request that the potential Prize Winner reply back to the Sponsor with specific personal information to include first name, last name, birthdate, state of residence, phone number and email address (the "Required Information") of the potential Prize Winner within two (2) days of receipt of the Notification. In the event that: (a) potential Prize Winner fails to respond to the Notification; (b) potential Prize Winner fails to respond due to deactivation of the potential Prize Winner's Instagram/Facebook account prior to receipt of the Notification; (c) potential Prize Winner fails to supply all the Required Information; (e) any Notification is returned as undeliverable; and/or (f) it is determined by the Sponsor, in their sole discretion, that the potential Prize Winner is not eligible in accordance with these Official Rules, such potential Prize Winner will be disqualified and an alternate Prize Winner will be selected from the remaining nonwinning eligible Entries, time permitting. Prize Winner consents to use of their name, address (city & state), voice, biographical information, and-/or likeness for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law.

Except where prohibited, the potential Prize Winner and any guest will be required to complete, execute and return an Affidavit of Eligibility, Liability and Publicity Release (the "Release") and an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor (collectively, the "Required Documents") within three (3) days from receipt of Notification. If the potential Prize Winner or guest fails to return the Required Documents within the time period required, or if the Notification is returned as undeliverable, such potential Prize Winner forfeits their right to the Prize and an alternate Prize Winner will be selected, time permitting. If it is determined by the Sponsor, in its sole discretion, that the potential Prize Winner is not eligible or otherwise not in compliance

with these Official Rules, the potential Prize Winner forfeits their right to the Prize. In the event that the potential Prize Winner is disqualified for any reason, Sponsor shall have no liability or obligation to such individual.

**GENERAL RULES OF PARTICIPATION:** By participating in this Sweepstakes, Entrants and Prize Winner [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the Prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or any Prize Winner it believes has violated these Official Rules. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select a Prize Winner from those Entries received up to the cancellation/suspension date. Notification of such action will be provided on the Website.

**CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**LIMITATIONS OF LIABILITY:** By participating, Entrants and Prize Winner agree to release, discharge, indemnify and hold harmless the Sponsor, META, the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by a Prize Winner, Entrants or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to (i) unauthorized human intervention in any part of the entry process or the Sweepstakes; (ii) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (iii) any injury, damage or loss to any person (including death) or property of any kind, which may be caused, directly or indirectly, in whole or in part, directly or indirectly from an Entrant's and/or Prize Winner's participation in the Sweepstakes, or from the receipt, use or misuse of any prize; (iv) any printing or typographical errors in any Sweepstakes-related materials; (v) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries; or (vi) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software.

**DISPUTES:** All Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or a prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant's rights and obligations, or the rights and

obligations of Sponsor in connection with the 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 (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

**WINNER'S LIST/RULES REQUEST:** For the name of the Prize Winner or a copy of these Official Rules, please submit a self-addressed, stamped envelope by October 3, 2026 to "Summer 250" Sweepstakes (please specify "Winner's List" or "Rules Request"), PO Box 458, Newark, NY 14513. A copy of these Official Rules may also be obtained at [marinemax.com/summer250](http://marinemax.com/summer250) or [skipperbuds.com/summer250](http://skipperbuds.com/summer250) during the Sweepstakes Period.

**SPONSOR:** MarineMax, Inc., 501 Brooker Creek Blvd, Oldsmar, FL 34677.

*This Sweepstakes shall not be published without permission of the Sponsor.*