

Pacific Marine Underwriting Manager's Ltd Stay-vay-cay Summer 2020 Contest

The Pacific Marine Underwriting Managers (PMU) Stay-vay-cay Summer 2020 contest (the "Contest") is sponsored by PMU. The Contest starts on June 7, 2020, 12:01, a.m., PST and closes on August 31, 2020 11:59, p.m., PST (the "Contest Period").

The Sponsor reserves the right to permit its subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising or promotional agencies (the "Agents") to perform all or any portion of the activities necessary in connection with this Contest.

1. ELIGIBILITY

This Contest is open to residents of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Quebec who have reached the age of majority at their time of entry in the Contest.

Employees, agents and representatives of the Sponsor, its affiliated companies, parent companies, advertising and promotional agencies, legal advisors, or parties engaged in the development, productions and distribution of materials related to this Contest, as well as members of their immediate family and/or persons living in the same household during the Contest Period are excluded.

2. HOW TO PARTICIPATE

No purchase is necessary.

To enter the Contest:

All PMU broker partners (collectively the "Participants" or individually a "Participant") of PMU who request a qualifying / or receives a pleasure craft marine quote or binds a pleasure craft marine policy during the contest period will be entered into the draw for each quote or bound policy. This contest is not applicable for PMU Express boat quotes or bound policies issued on the PMU broker portal.

The odds of winning depend on the total number of Participants entered into the Contest. There is no limit per participant.

3. THE PRIZE(S)

One (1) \$100 VISA gift card (hereinafter the "prizes" or individually the "prize") will be awarded to participants from the PMU British Columbia office and one (1) \$100 VISA gift card will be awarded from participants from the PMU Ontario office and one (1) \$100 VISA gift card will be

awarded from participants from the PMU Quebec office - during each of the contest draw dates.

The prize(s) must be accepted as awarded. It cannot be converted into cash, substituted, transferred to another person or refunded, subject to what is provided hereunder.

4. THE CONTEST DATES AND DRAW DATES

The contest runs weekly from Sunday to Saturday each week. A weekly prize will be awarded to the winning participants (the "Winner") based on a random draw among all eligible entries received for the Contest.

The following draw deadlines will be:

June 14, June 21, June 28, 2020

July 5, 12, 19, 26, 2020

August 2, 9, 16, 23, 30, 2020

and the draw will be held on each of the Mondays following the end of the draw period , at 11:00 AM PST, at Pacific Marine Underwriting Managers office located at 4853 Hastings Street, Burnaby, BC, V5C 2L1.

In order to be declared a Winner, the selected Participant must meet all of the criteria describe under "CLAIMING A PRIZE" and his/her entry must be verified by the Sponsor.

5. CLAIMING A PRIZE

A PMU representative will inform by telephone the person whose name has been selected within three (3) days of the draw. If PMU is unable to reach the person whose name was drawn within three (3) days of the draw using all reasonable means, a new draw will take place at PMU office.

6. GENERAL CONDITIONS

The Sponsor is not responsible for any associated costs incurred by the Winner with claiming the prize(s). The Winner is solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest. Any claim to a prize will be subject to verification by PMU, whose decision in this regard and on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to this Contest will be final and binding.

Entries in any way tampered with, forged, mutilated, incomplete, illegible, photocopied or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in

the sole discretion of the Sponsor. This includes any entry that does not comply with these Official Rules in any respect.

By participating in this Contest, each Participant agrees to release and hold the Sponsor, its affiliated companies, parent companies, officers, directors and partners, including its advertising and sales promotion agencies, as well as their employees, brokers, agents and representatives, of all liability direct or indirect, physical or material arising out of accepting or using a prize, and each Participant releases the Sponsor, its sales promotion agency and all others involved from any recourse, claims or charges that could arise against them or one of them, now or in the future, by the Participant, his/her heirs, executors or estate administrators relating to the Contest or prize(s).

The Winner agrees and consents that his/her name, photograph, location, voice, testimony and/or statements be used in whole or in part by the Sponsor, its advertising agencies and any other parties involved in the development, production and distribution of materials relating to the Contest, for any purpose, through any media present or future, including social media, in any jurisdiction and in any manner without compensation and without any additional approval from the Winner. No correspondence will be entered into with any person other than the Winner.

Any personally identifiable information collected during a Participant's participation in the Contest will be collected and used in accordance with [PMU's Privacy Policy](#).

The Sponsor, its Agents, and legal advisors are not responsible for and shall not be liable for: (1) lost, late, damaged, illegible, stolen, misdirected, misidentified, or incomplete entries, for any problems or technical or mechanical malfunction of any telephone systems, computer on-line systems, servers, access providers, computer equipment, hardware or software programs, failure of any entry to be received by the close of the Contest Period on account of technical problems or traffic congestion on the Internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing or otherwise, or any combination thereof; (2) any condition caused by events beyond the control of the Sponsor that may cause this Contest to be disrupted or corrupted; (3) 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 this Contest; or (4) any printing or typographical errors in any materials associated with this Contest.

Should the Sponsor be unable to award the prize(s) as described in these Official Rules, it reserves the right, at its sole discretion, to replace the prize(s) with a prize of a similar nature and equivalent value or the value of the prize(s) as stated in these Official Rules in cash.

A Winner's express or implied refusal to accept a prize re-leases the Sponsor from any prize-related liability toward that person.

The Sponsor reserves the right at any time to withdraw this Contest or to modify, amend, change, or supplement these Official Rules, in its sole discretion, subject to applicable law. The Sponsor also reserves the right, at its entire discretion, to cancel, terminate or suspend this Contest should any event or cause beyond their control arise, which may corrupt or affect the administration, security, impartiality or progress of the Contest, as stipulated in these Official Rules.

The Contest is governed by all applicable federal, provincial and municipal laws.

All Participants who are residents of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Quebec agree that: (1) any and all disputes, claims or causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration or alternate dispute resolution, as selected by the Sponsor, to take place in British Columbia; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in the participation of the Contest but in no event legal fees and expenses; and (3) under no circumstances will a Participant be entitled to obtain awards for and hereby waives all rights to claim punitive, incidental, indirect and consequential damages and any other damages (other than for direct damages limited to actual out-of-pocket reasonable costs), and any and all rights to have damages multiplied or otherwise increased.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the decisions of the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the province in which the Participant resides, without regard for conflict of laws doctrine.

For the identification of the Winner or for a copy of these Official Rules, send a self-addressed stamped envelope to: PMU 4853 Hasting Street Burnaby, BC V5C 2L1, Attention: Marketing, within one (1) year of the end of the Contest Period.