

**THE SURFRIDER FOUNDATION HUMBOLDT CHAPTER LOVE YOUR BEACH
OPPORTUNITY DRAWING**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS OPPORTUNITY DRAWING. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THESE OFFICIAL RULES (THE "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.

1. SPONSOR: The Surfrider Foundation ("Sponsor"), P.O. Box 73550, San Clemente, CA 92673. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY ENTRANT MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.

2. ELIGIBILITY: The Surfrider Foundation Humboldt Chapter Love Your Beach Opportunity Drawing ("Opportunity Drawing") is offered only to legal residents of the United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) who are 18 years of age or older at the time of entry (each an "Entrant"). Employees and Board of Directors members of Sponsor and any company or entity providing any Prize to be awarded in connection with the Opportunity Drawing (each a "Prize Provider") and any of their owners, affiliates, directors, subsidiaries, and franchisees and their immediate family members are not eligible to participate in the Opportunity Drawing. By participating in the Opportunity Drawing, each entrant represents that they have read these Official Rules and unconditionally accepts and agrees to comply with and abide by these Official Rules, and the decisions of the Sponsor and warrants that they are eligible to participate in the Opportunity Drawing. Failure to comply with the terms and conditions in these Official Rules will result in disqualification, and will allow the Sponsor to select an alternate Winner.

3. OPPORTUNITY DRAWING PERIOD: The Opportunity Drawing begins at 12:00 a.m. Pacific Time at 12:01 a.m. Pacific Time on August 10, 2026 ("Opportunity Drawing Start Time") and ends at 11:59 p.m. Pacific Time on August 31, 2026 (the "Opportunity Drawing End Time", and such period commencing on the Opportunity Drawing Start Time and ending on the Opportunity Drawing End Time is referred to herein as the "Opportunity Drawing Period"). Sponsor's clock is the official clock for the Opportunity Drawing.

4. HOW TO ENTER: Eligible persons may enter the Opportunity Drawing during the Opportunity Drawing Period by becoming a new member of, or renewing an existing membership with, the Surfrider Foundation Humboldt Chapter (memberships start at \$5) at humboldt.surfrider.org and clicking the “Donate” button in the top right corner. Each new or renewed membership during the Opportunity Drawing Period receives one entry. Alternatively, eligible persons may enter by mailing in their name, phone number, and email address (for contact purposes only) on a notecard to the Surfrider Foundation, at the Surfrider Foundation Humboldt Chapter, P.O. Box 295, Eureka, CA 95502, with “Attn: Love Your Beach Entry” on the envelope. Such entries must be received in the mail by Surfrider before the expiration of the Opportunity Drawing Period in order to qualify. (Both such entries, referred to in the singular as the “Entry” and plural “Entries”).

No illegible, incomplete, forged or altered Entries will be accepted. All Entries must be received during the Opportunity Drawing Period. One Entry per person (duplicates will be removed prior to the drawing).

5. PRIZES, APPROXIMATE RETAIL VALUE (ARV), AND ODDS OF WINNING: There will be one (1) winner (the “Winner”), who will receive a Surfrider “Love Your Beach” swag package (including a “Love Your Beach – Protect California’s Coast” trucker hat and additional Love Your Beach merchandise) (the “Prize(s)”). The approximate retail value (“ARV”) for the Prize is \$150. The Prize(s) will be awarded “AS IS” and without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The odds of winning any Opportunity Drawing will depend on the number of eligible entries submitted for that Opportunity Drawing.

6. RANDOM OPPORTUNITY DRAWING: On or about FIRST WEEK OF SEPTEMBER 2026 (the “Selection Time”), the Sponsor will randomly select the Winner. The Winner will be selected from all eligible Entries received by the Opportunity Drawing End Time. If your Entry is drawn, you will be deemed the potential Winner of the Prize, pending confirmation and/or verification of eligibility and compliance with these Official Rules. Sponsor is not responsible for any Entry that is not successfully received, is incomplete or misdirected, in whatever format or for whatever reason, under any circumstances.

7. AWARD OF PRIZE: The person selected as the potential Winner of the Opportunity Drawing, will be announced at the Random Opportunity Drawing during the Surfrider Foundation Humboldt Chapter Love Your Beach Opportunity Drawing; the potential Winner will be contacted by email. To claim the Prize, the Winner must respond to Sponsor within twenty-four hours of when they are announced or notified, or within the time period indicated in the notification. If the potential Winner fails to respond to Sponsor by this deadline, or is ineligible, Sponsor may select an alternate Winner. Before awarding a Prize, Sponsor may require the potential Winner to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return an Affidavit of Eligibility, Release of Liability, Publicity Release, and tax acknowledgment form. All documents must be executed and received by

Sponsor before award of the Prize, or the Prize may (in Sponsor's sole discretion) be forfeited. If the potential Winner is found to be ineligible or not in compliance with these Official Rules, or declines to accept the Prize, or Sponsor is unable to contact the potential Winner, or in the event that the Prize or Prize Notification is returned undeliverable, the potential Winner will forfeit the Prize, and Sponsor may, in its sole discretion, select an alternate Winner. Prize will be delivered via U.S. Postal Service mail or arranged local pickup by September 30, 2026, after all required forms are received. The right to receive a Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of prize or force majeure. Sponsor is not responsible for Prize utility, quality or otherwise. THE WINNER MUST PROVIDE ALL TRUE, COMPLETE AND ACCURATE INFORMATION REQUESTED BY THE SPONSOR TO FACILITATE THE DELIVERY OF THE PRIZE, AND BEARS ALL RESPONSIBILITY IN CONNECTION THEREWITH.

8. TAXES, FEES, AND EXPENSES: Winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. The value of the prize awarded to the Winner will be reported for tax purposes as required by law. Winner may be required to submit his/her/their social security number or taxpayer ID to the Sponsor in order to claim a prize. An IRS Form 1099 will be issued in the name of a Winner for any prize valued at \$2,000.00 or more. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

9. PRIVACY AND DATA COLLECTION: Upon entry into the Opportunity Drawing, Sponsor will collect certain information about entrants. Please review Sponsor's privacy policy at <http://www.surfrider.org/pages/surfrider-foundation-privacy-policy>. By participating in the Opportunity Drawing, entrants agree to all of the terms and conditions of this privacy policy of Sponsor.

10. PUBLICITY / USE OF NAME AND LIKENESS: Except where prohibited by law, each Entrant hereby grants the Sponsor the right to use Entrant's name(s), age, city, state, photograph, voice, likeness, and/or image for any and all purposes in any and all media, including, but not limited to, for advertising and trade, without further permission, consent, payment, or other consideration. Residents in certain states may be subject to further requests for express written consent. Entrants represent and warrant that: (i) entrant has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights, free and clear of all claims and encumbrances, without violating the rights of any person or entity, including, but not limited to, any right to privacy or publicity, and (ii) entrant hereby holds the Sponsor and its affiliates harmless from and against any third party claim.

11. LIMITATION OF LIABILITY: Sponsor and its 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 Parties”) are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to illegible, lost, late, incomplete, misdirected, or undeliverable mail, e-mail, or other correspondence in connection with this Opportunity Drawing; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information, any condition caused by events beyond the control of the Sponsor, any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize, and acceptance, possession, or use of the Prize, or from participation in the Opportunity Drawing. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error. If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry into a particular Opportunity Drawing, your sole remedy is to receive another Entry into a different Opportunity Drawing, when such Opportunity Drawing arises. All Prizes are provided by the Prize Provider and not Sponsor (except in situations where the Prize may be Surfrider-branded merchandise offered by Surfrider). The applicable Prize Provider is solely responsible for any Prize provided by such Prize Provider and entrants acknowledge that except for delivering the Prize to the applicable Winner as required by these Official Rules, Sponsor has no obligation whatsoever with respect to such Prize, including, without limitation, any responsibility for any product warranties, whether express or implied by law. In the event of any complaint, issue, or failure related to any Prize, the applicable Winner shall look only to the Prize Provider for assistance or support and to the maximum extent permitted by applicable law, Sponsor will have no obligation, responsibility, or liability whatsoever with respect to any Prize except to deliver such Prize as required by these Official Rules and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Prize Provider’s sole responsibility. Each Entrant acknowledges that the Prize Provider is solely responsible for addressing any and all claims of such Entrant or any third party relating to the use or possession of any Prize, including, but not limited to: (i) product liability claims; (ii) any claim that Prize fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

12. BINDING NATURE, WAIVER, INDEMNIFICATION: By entering the Opportunity Drawing, an Entrant agrees: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all rights to bring any claim, action, or proceeding against any of Sponsor or the Released Parties in connection with the Opportunity Drawing; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of Sponsor and the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (i) the Opportunity Drawing, (ii) the Prize, (iii) typographical or printing errors in these Official Rules or

any Opportunity Drawing materials, (iv) any change in any Prize (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, (v) any interruptions in or postponement, cancellation, or modification of any Opportunity Drawing, (vi) human error, (vii) incorrect or inaccurate transcription, receipt or transmission of any Entry, (viii) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor, any of the Released Parties or by you, (ix) interruption or inability to access any online service via the Internet due to hardware or software compatibility problems, (x) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (xi) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (xii) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (xiii) lost, late, stolen, misdirected, damaged or destroyed Prizes (or any element thereof), or (xiv) the negligence or willful misconduct by entrant.

13. NO RIGHTS TO TRADEMARK: Nothing contained in the Opportunity Drawing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the Opportunity Drawing, or any license or right to use any other trademark owned by any third party. In the event that anyone misuses any trademark in violation of these Official Rules, Sponsor will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

14. DISPUTES: These Official Rules are governed and interpreted under the laws of the state of California, United States of America. If any portion of these terms and conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

15. 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, the Opportunity Drawing, your participation in the Opportunity Drawing, the Prize, acceptance, possession, use or misuse of the Prize (including any alleged breach thereof), any advertising, any aspect of the relationship 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 participating in the Opportunity Drawing, 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 concerns can be resolved quickly and to the participant's satisfaction by emailing customer support at info@surfrider.org. 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 The Surfrider Foundation, P.O. Box 73550, San Clemente, CA 92673 ("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.

Any arbitration hearings will take place IN CALIFORNIA OR AT A MUTUALLY AGREED LOCATION FOR BOTH PARTIES, with due consideration of their ability to travel and other pertinent circumstances. 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.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 15(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

15(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.

16. RELEASE OF INSTAGRAM: This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. By entering this Opportunity Drawing, Entrant agrees to completely release Instagram from any responsibility, and waive all rights to bring any claim, action, or proceeding against Instagram in connection with this Opportunity Drawing.

17. GENERAL: These Official Rules are subject to and incorporated by reference within Sponsor's Terms of Use (<https://www.surfrider.org/pages/terms-of-use>). If there is any conflict between the Terms of Use and these Official Rules, the Official Rules take precedence but only in relation to the Opportunity Drawing.

18. ENTIRE AGREEMENT: These Official Rules set forth the entire understanding and agreement between a participant, Sponsor, and all other parties with respect to the Opportunity Drawing. Participants acknowledge that any other agreement between Sponsor, with respect to the Opportunity Drawing is superseded and of no force or effect.

19. WINNERS LIST: To obtain the first name, last initial, city and state of the Winner after the Opportunity Drawing End Time, send a separate self-addressed, stamped envelope marked: Winners List, Surfrider Foundation Love Your Beach Opportunity Drawing, P.O. Box 295, Eureka, CA 95502. Requests for the winners list must be received no later than ninety (90) days from the Opportunity Drawing End Time (residents of Vermont and Washington need not include return postage).

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