

OFFICIAL RULES FOR MERCURY REPOWER CAMPAIGN GIVEAWAY

NO PURCHASE NECESSARY TO ENTER OR TO CLAIM A PRIZE. VOID WHERE PROHIBITED BY LAW. By entering, all participants agree to be bound by the following terms and conditions (“Official Rules”).

Eligibility:

To be eligible to enter and win you must be: (a) a legal U.S. resident (excluding Puerto Rico, U.S. territories and possessions); (b) 18 years or older as of the Entry Period and (c) reside in the United States as of the Entry Period. To be eligible to win the Grand Prize, the winning entrant must also own a boat that is suitable for the safe installation and operation of the selected engine (between 2.5HP and 250HP) as further explained below. Employees, officers and directors of Mercury Marine (“Sponsor”), Brunswick and Mercury Marine dealers and their respective parents, subsidiaries, licensees, agencies and affiliates and members of the immediate families (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household (whether related or not) of such individuals are not eligible. This Giveaway is void where prohibited or restricted by law.

Entry Period

All entries must be received between December 1, 2023 and March 31, 2024 (the “Entry Period”).

How To Enter:

To enter the Giveaway, eligible entrants will scan the QR code and complete the webform on the Giveaway landing page during the Entry Period. Only one entry per person is allowed. Multiple entries from the same person will be disqualified.

The name of the person submitting the Giveaway entry must be the name of the person who owns the email account; otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, online entries will be declared made by the authorized account holder of the email account submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email account. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email account during the Giveaway Period.

Every entry submission must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.

Prizes:

A total of 4 eligible entrants will win one of the following prizes:

One (1) Grand Prize: Mercury Outboard 2.5HP-250HP engine (excluding all Verado and Avator brand engines) and reasonably necessary installation costs by an authorized Mercury Marine dealer. Approximate retail value between \$1,200 and \$27,000.

Three (3) Monthly Prize Packages containing various Mercury Marine branded merchandise (3 winners) (approximate retail value is approximately \$250 each).

Each winner of a Monthly Prize Package will be randomly selected on a monthly basis from all entries received as of that Monthly Prize Package drawing date as show in the chart below. If an entrant wins a Monthly Prize Package, that Monthly Prize Packages winner will not be eligible to win a subsequent Monthly Prize Package. All entrants will be included in the Grand Prize drawing even if they have already won a Monthly Prize Package.

PRIZE	ELIGIBLE ENTRIES	WINNER SELECTION
Prize Package #1	All entries received between the start of the Entry Period and December 31, 2023	January 15, 2024
Prize Package #2	All entries received between the start of the Entry Period and January 31, 2024	February 15, 2024
Prize Package #3	All entries received between the start of the Entry Period and February 29, 2024	March 15, 2024
Grand Prize	All entries received during the Entry Period	April 15, 2024

Winners will be notified by email communication. Winners will have ten (10) days to reply to the email and claim their prize. If after ten (10) days the winner has not replied to the email notification, they forfeit their prize. Odds of winning depend on the total number of eligible entries received for the Giveaway.

The Grand Prize winner will select the size of the engine to be awarded, subject to the following limitations:

- Eligible engines consist of Mercury Marine outboard engines between 2.5HP and 250HP, excluding Verado and Avator brand engines.
- The winner must own a boat as of the end of the Giveaway Period that is suitable for the size of the engine selected. The Grand Prize Winner and Sponsor shall work together to determine the size and suitability of the engine for the Grand Prize Winner's boat.
- The engine must be installed by an authorized Mercury Marine dealer mutually agreed upon by Sponsor and Grand Prize winner. The cost of installation is included in the Grand Prize. If the parties are unable to agree on a Mercury Marine dealer, Sponsor may disqualify the winner and select a new Grand Prize winner.
- Once the Mercury Marine dealer has been selected and the prize has been shipped to that dealer, the Grand Prize winner may not change the agreed upon Mercury Marine dealer.
- The Grand Prize winner's boat must be in good condition and capable of safely utilizing the selected engine. If Sponsor or the Mercury Marine dealer selected to install the engine reasonably believe that the Grand Prize winner's boat is not in good condition (whether structurally, operationally or otherwise), or the engine is not suitable for that particular boat, the Grand Prize winner may select a different size engine if doing so will resolve the concerns of Sponsor and/or installer; or forfeit the prize.
- The Grand Prize winner is responsible for all transportation costs (and other incidental costs including but not limited to lodging, transportation, or expenses) to deliver and make their boat available to the selected Mercury Marine dealer installer at that dealer's designated location.

Winning entries and prizes are not transferable; no prize substitutions are allowed except by the Sponsor who reserves the right to substitute prizes with prizes of equal or greater value. Non-cash prizes cannot be redeemed for cash. The Sponsor, its affiliates and agencies are responsible for prize delivery only. All taxes associated with the prize are the sole responsibility of the prize winner. Monthly prizes will be distributed by mail after each respective months drawing by the 25th of the month.

ODDS OF WINNING:

The odds of winning depend on the total number of entries received during the particular prize drawing period as set forth in the table above.

PUBLICITY RELEASE:

By accepting the prize, winner agrees to the use of their name for promotional purposes without additional compensation except where prohibited by law. Where permitted by law, winners and participants grant to Sponsor and its subsidiaries, affiliates and those acting pursuant to their authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winners' and participants' names, portraits, pictures, voices, likenesses, the identity of his or her city and state of residence and biographical information for advertising and promotional purposes without additional consideration. Failure by any winner or participant to comply may result in forfeiture of the prize.

TAXES & EXPENSES:

All applicable local, state, provincial, and federal taxes, if any, will be paid by the winner. These may include income and/or sales taxes based on the retail value of the prize. For any prize valued over \$600, the winner will be required to complete a W-9 tax form and provide Sponsor with the winner's social security number.

MISCELLANEOUS:

By entering in the Giveaway, each participant and anyone deemed a winner agrees to be bound by the Official Rules and decisions of Sponsor, which shall be final on all matters pertaining to this Giveaway including winner selection. Failure to comply with any of the Official Rules, or to return any required releases and related documentation, may result in forfeiture of a prize. Sponsor and its agents, representatives, parent companies, affiliates, subsidiaries, advertising, promotions and fulfillment agencies and legal advisors are not responsible for and shall not be liable for: (a) lost or late, damaged, misdirected, incomplete, illegible, or unintelligible entries; (b) incorrect or inaccurate entry information; (c) problems caused by telephonic, electronic, hardware, software programs, networks, the Internet, viruses, worms, Trojan horses or computer malfunctions (or failures, errors or difficulties of any manner related to the Giveaway); (d) failed, incomplete or delayed computer transmission; (e) any condition caused by events beyond the control of Sponsor that may cause the Giveaway to be disrupted or corrupted. This Giveaway is governed by the laws of the state of Wisconsin.

By accepting the prize, winner agrees to release Sponsor, its partners, affiliates, sales representatives and their respective officers, employees, agents, and authorized dealers, including without limitation its advertising and promotion agencies (collectively "Sponsor Entities") from any and all liability, loss, damage, or injuries of any kind sustained in connection with their participation in the giveaway, promotion or from their acceptance, use, misuse of the prize. Winner further acknowledges that said parties have neither made nor are in any manner responsible or liable for any representation or guarantee expressed or implied, in fact or in law, relative to the prize, including but not limited to its quality or fitness for a particular purpose and agrees to be bound by the terms of the written limited warranty, if applicable, accompanying the prize. Entries become the property of the Sponsor and will not be returned.

By participating, entrants and their participating entities agree to be bound by these Official Rules and the final decisions and interpretation of these Official Rules by Brunswick Corporation. Sponsor and the Sponsor Entities shall not have any liability for technical or human error which may occur in the administration of the Giveaway. Brunswick Corporation may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices or intending to undermine the fair operation of this Giveaway or annoy, abuse, threaten or harass Brunswick Corporation or any other participants. If for any reason this Giveaway is not able to be conducted as planned, including, but not limited to, by reason of tampering, fraud or any other causes beyond the reasonable control of Brunswick Corporation which affect the administration, security, fairness, integrity or proper conduct of the Giveaway,

then Brunswick Corporation reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway. Brunswick Corporation reserves the right to revise, amend, suspend or end the Giveaway, or these Official Rules, if any portion is deemed to violate any local, state or federal regulations without liability to any participants.

RELEASE AND LIMITATIONS OF LIABILITY:

BY PARTICIPATING IN THIS GIVEAWAY, EACH ENTRANT AGREES THAT SPONSOR AND ITS AFFILIATES, PARENTS, SUBSIDIARIES AND AGENTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS, ADVERTISING OR PROMOTION AGENCIES AND LEGAL COUNSEL (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY EACH ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES, CLAIMS AND ACTIONS OF ANY KIND TO PERSONS, INCLUDING DEATH OR PROPERTY, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OR ARISING IN ANY MANNER, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF A PRIZE, ENTRY OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY GIVEAWAY RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY OR MERCHANDISE DELIVERY. THE INDEMNIFIED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO DELAYS OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR TERRORISM. EXCEPT WHERE LEGALLY PROHIBITED, BY ACCEPTANCE OF A PRIZE, EACH WINNER GRANTS (AND AGREES TO CONFIRM THAT GRANT IN WRITING) PERMISSION FOR SPONSOR AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, REPRESENTATIVES AND AGENTS AND THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES TO USE THE WINNER'S NAME, PORTRAIT, PICTURES, VOICE RECORDING AND LIKENESS OR IMAGE, FOR ADVERTISING OR PUBLICITY WITHOUT ADDITIONAL COMPENSATION.

ARBITRATION; WAIVER OF CLASS ACTION: Except where prohibited by law, as a condition of participating in this Giveaway, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in Chicago, Illinois; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Giveaway), and entrant further waives all rights to have damages multiplied or increased.

WINNER LIST:

A list of the winners will be available after June 14, 2024 by contacting Mercury Marine at mercury.marketing@mercmarine.com.

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