

**OCEAN WISE + UPWORTHY FOR THE LOVE OF THE OCEAN 2025 SWEEPSTAKES  
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE.

The For The Love Of The Ocean 2025 Sweepstakes (the “*Sweepstakes*”) is an online promotion to award the Prize(s) described below. In order to participate in the Sweepstakes, you must submit a completed submission form (collectively, the “*Form*”) to GOOD Worldwide Inc (“*Upworthy*” or “*Sponsor*”) in accordance with the terms and conditions specified herein.

BY PARTICIPATING IN THE SWEEPSTAKES, YOU, ON BEHALF OF YOURSELF AND INDIVIDUAL NOMINATED, AGREE TO UPWORTHY’S TERMS AND PRIVACY POLICY, AVAILABLE AT <https://www.upworthy.com/privacy-policy> APPLICANT UNDERSTANDS AND AGREES THAT YOUR Form AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THE Sweepstakes WILL BE SHARED WITH UPWORTHY AND OCEAN WISE AND THAT YOU MAY BE CONTACTED BY UPWORTHY OR OCEAN WISE IN CONNECTION WITH THE Sweepstakes OR SIMILAR FUTURE Sweepstakes. PARTICIPATION IN THE Sweepstakes CONSTITUTES YOU AND NOMINEE’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“*OFFICIAL RULES*”).

**Eligibility** The Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding the province of Quebec) who have reached the age of majority in their state/province/territory of residence at the time of entry (18 in most U.S. states; 19 in Alabama, Nebraska, and certain Canadian provinces). The Sweepstakes is void in Quebec and where prohibited by law.

Employees, officers, directors, and their immediate family members (including those living in the same household) of Upworthy, Ocean Wise, their respective subsidiaries and affiliated companies, advertising, promotion or fulfillment agencies, and any other entities directly involved in the development or administration of this Sweepstakes (collectively, the “Sweepstakes Entities”), are not eligible to participate or win.

Although Upworthy may, in its sole discretion, use mechanisms to verify eligibility, Upworthy is under no obligation to confirm the eligibility of any particular participant or take corrective action if it later finds an entrant has violated the above criteria.

**Sweepstakes Period.** The opportunity to participate in the Sweepstakes begins at 9:00 AM ET on February 3, 2025 (the first date/time you can submit an Form) and ends at 11:59 PM PT on February 11, 2025 (the last time you can submit an Form) (the “*Sweepstakes Period*”).

**Prize(s)**

Subject to the terms and conditions set forth herein, five (5) selected Nominees who are ultimately randomly selected as Winners (as described in Section 5) will each be awarded one of the following prizes (collectively, the “Prize”):

1. Dinner for Two at Wrench and Rodent Seabastro Pub (approx. value USD \$250)
2. Virtual Cooking Class for Two with Chef Matthew Kammerer (approx. value USD \$300)

3. Two 3-Day General Admission BeachLife Festival Tickets (approx. value USD \$1,000)
4. Surf Lesson for Two and one stay at hotel (approx. value USD \$550)
5. One-year Standard Netflix subscription with movie recommendations (approx. value USD \$250)

### **Prize Availability and Substitution**

Sponsor reserves the right, in its sole discretion, to substitute or modify any Prize (or component thereof) with a prize of equal or greater value if the stated Prize is not available for any reason. The approximate retail values listed above are subject to change, and Sponsor will not award any difference between the approximate value and the actual value, if any.

Each Winner will be notified via email by Upworthy on or before February 13, 2025. After a Nominee is selected as a Winner, the Winner will be notified by e-mail as described in these Official Rules. Failure to respond to this notification within the specified time period or to follow these Official Rules may result in disqualification and forfeiture of the Prize. In such a case, Upworthy may select an alternate Winner in an additional random drawing.

## **HOW TO ENTER**

During the Sweepstakes Period, an Applicant may go to [ocean.org] (“Site”) and follow the directions to submit the official entry form (“Form”). The Applicant must answer each required section of the Form in its entirety. Submitting this Form constitutes one (1) primary entry into the Sweepstakes.

1. Extra Entry for Following Ocean Wise:

If an Applicant also follows @oceanwise on Instagram during the Sweepstakes Period, they will receive one (1) additional entry into the Sweepstakes.

2. Extra Entry for Donating to Ocean Wise:

If an Applicant makes a donation (minimum \$1) to Ocean Wise during the Sweepstakes Period via the official link on the Site, they will receive one (1) additional entry into the Sweepstakes.

Applicants may earn up to two (2) additional entries in total (one for following Ocean Wise, and one for donating), for a maximum of three (3) entries per person.

The Form must (i) be submitted through the Site by the end of the Sweepstakes Period and (ii) comply with these Official Rules. All Forms may be reviewed by Upworthy’s selection committee solely to confirm compliance with these Official Rules; however, such review does not relieve the Applicant of responsibility for ensuring all content is appropriate and non-infringing. Forms that do not comply with these Official Rules—or that contain prohibited or otherwise inappropriate content as determined by Upworthy in its sole discretion—may be disqualified at any time.

Receipt of a Form will not be acknowledged, and proof of Form submission is not proof of receipt by Upworthy. Any automated computer response (e.g., a “thank you” message) does not constitute official proof of entry. Upworthy, in its sole discretion, reserves the right to disqualify any individual who tampers with the Site, the Form submission process, or any aspect of the Sweepstakes.

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## **Form Content Guidelines.**

### **Form MUST:**

- be in English
- address all of the required fields in the Submission Form
- include basic information including name and email address
- respond to all required questions in their entirety in the submission form

### **Form MUST NOT:**

- Contain unlawful, inappropriate, or offensive content
- Violate any third-party rights (e.g., copyrights, trademarks)
- Contain any material the Applicant does not have permission or rights to use

All content must be the Applicant's own original creation and must not violate any intellectual property or proprietary rights of other parties. **Once submitted, a Form will not be returned.** Upworthy reserves the right, in its sole and absolute discretion, to remove or disqualify any submission that it deems non-compliant with these Official Rules.

### **Winner Selection.**

Winners will be selected in a random drawing from among all eligible entries received during the Entry Period. The drawing will take place on February 12, 2025 and will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects.

Skill-Testing Question (Canada): If a selected winner is a Canadian resident, that person must correctly answer a time-limited mathematical skill-testing question (without assistance of any kind) as a condition of receiving the prize. Failure to correctly answer the question will result in disqualification and, at Sponsor's discretion, selection of an alternate winner in a separate random drawing.

Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is found to be ineligible, has violated these Official Rules, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means.

In the event of a dispute regarding the identity of an entrant, the prize will be awarded to the natural person to whom the email address is assigned by the Internet service provider responsible for the domain associated with the submitted email address. If the initially selected winner is found to be ineligible or not in compliance with Sweepstakes rules, the winner will be disqualified and an alternate winner may be selected via a separate random drawing.

Winners will be notified by direct message within seventy-two (72) hours after selection. Failure to respond within the required time or if the notification is returned as undeliverable, the winner may be disqualified, and Sponsor may, in its sole discretion, select an alternate winner in a subsequent random drawing.

### **ODDS OF WINNING**

The odds of winning depend on the number of eligible entries received during the Entry Period, in accordance with these Official Rule

**Grant of Rights to Upworthy and Ocean Wise.** Participants include both Applicants and Nominees. Submission of a Form constitutes Participant's certification that the Form is Participant's own original work and Participant represents and warrants that the Form does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks. By submitting an Form, Participants, Applicant and Nominee, hereby irrevocably grants each of Upworthy, Ocean Wise, and their respective successors and assigns an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use, copy, transmit, or otherwise distribute, perform, modify, create derivative works based upon, incorporate into other works, publicly perform, and display the Form or any portion thereof, in or through any medium, whether now known or hereafter created. Nothing herein will constitute an employment, joint venture, or partnership relationship between Participant and Upworthy or Ocean Wise. Participant also irrevocably grants each of Upworthy, Ocean Wise, and their respective successors and assigns, where not prohibited by law, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use the name, voice, likeness, and biographical material of Participant or (if Participant is a group or organization) members of Participant, in any merchandising, advertising, marketing, promotion, or any other commercial or non-commercial purpose related to the Form and/or Sweepstakes or in any other way Upworthy or Ocean Wise deems appropriate. Participant acknowledges that Participant has no right of approval or consultation with respect to Upworthy or Ocean Wise use of the Form or the licenses and rights granted above.

**Winner Documents.** Upworthy, in its sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. Upworthy will notify the Winner(s) by e-mail. Upon e-mail notification, the Winner(s) must respond to Upworthy within three (3) days and provide any other information requested by Upworthy within the specified time period. Upworthy may require a Winner or associated Participant to complete, sign, and return Winner document(s), which will be sent to the Participant by e-mail.

If a Winner or associated Participant is unwilling or unable to sign and return any document or to provide any item set forth, or if any mail or e-mail addressed to the Winner or associated Participant is undeliverable, Upworthy may void that Winner's eligibility (with such Winner forfeiting the Prize(s)), and Upworthy will not have any further obligation to that Winner or associated Participant. If a Winner is disqualified, Upworthy may, but is not obligated to, award the Prize(s) to an alternate Winner determined by the Judges.

**General Conditions.** In the event of a dispute regarding who submitted an Form, the Form will be deemed submitted by the authorized account holder of the e-mail account specified in the Form. "***Authorized account holder***" is defined as the natural person who is assigned to an e-mail address by an 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. It is the sole responsibility of the Participant to notify Upworthy in writing if the Participant changes his or her e-mail or postal address during the Sweepstakes Period.

By entering the Sweepstakes, Participants agree to be bound by these Official Rules. The Sweepstakes is offered by Upworthy, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected, or undeliverable Forms, responses, or other correspondence, whether by e-mail, postal mail, or otherwise; (ii) theft, destruction, unauthorized access to, or alterations of Forms; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties.

By nominating an individual, the Applicant and Nominee are opting in to receive the Upworthy and Ocean Wise newsletters and other communications including fundraising appeals. By entering the Sweepstakes, Applicant and Nominee further agree to release, indemnify, defend and hold Upworthy, Ocean Wise, the other Sweepstakes Entities, and their respective affiliates, subsidiaries, directors, officers, employees, shareholders, sponsors and agents, including advertising and promotion agencies, assigns, and any other organizations related to the Sweepstakes, harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Sweepstakes or acceptance or use of a Prize, or parts thereof, including, without limitation, (i) any condition caused by events beyond the control of Upworthy that may cause the Sweepstakes to be disrupted or corrupted;

(ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a Prize, or acceptance, possession, or use of a Prize, or from participation in the Sweepstakes; and (iii) any printing or typographical errors in any materials associated with the Sweepstakes. Winners agree to be bound by these Official Rules, and Upworthy's decisions in all respects relative to the Sweepstakes are final.

IN NO EVENT WILL Sweepstakes ENTITIES BE LIABLE TO PARTICIPANTS, APPLICANTS, NOMINEES, WINNER, OR PARTICIPATING ORGANIZATION, AS APPLICABLE, FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE Sweepstakes, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ANY Sweepstakes ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FORMS OR DOCUMENTATION POSTED TO THE SITE ARE NOT NECESSARILY EDITED BY UPWORTHY OR OCEAN WISE, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF UPWORTHY OR OCEAN WISE IN ANY MANNER.

Any waiver of any obligation hereunder by Upworthy or Ocean Wise does not constitute a general waiver of any obligation in favor of Participant(s). If any provision, license, or right in these Official Guidelines is restricted or invalidated by an applicable law or legal judgment, the remainder of these Official Guidelines will be construed so that all other legally permitted provisions, licenses, or rights in these Official Guidelines remain valid and enforceable.

All Forms become property of Upworthy and none will be acknowledged or returned. Prize(s) will be sent to the nonprofit address provided by the Winner.

Upworthy reserves the right, in its sole discretion, to cancel, modify, or suspend the Sweepstakes, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the Sweepstakes is compromised, without liability to Participants. Upworthy reserves the right to disqualify any Participant or Winner in its sole and absolute discretion.

**The Sweepstakes is void where prohibited or restricted by law.** The Sweepstakes is subject to these Official Rules and all applicable international, federal, state, provincial, and local laws and regulations.

By participating in the Sweepstakes, Applicant and Nominee acknowledge that they have read these Official Rules and agree to abide by them and by the decisions of Upworthy, which are final and binding on all matters pertaining to the Sweepstakes.

These Official Rules are governed by the law of the State of California, excluding rules governing the choice of laws. Any action, suit, or case arising out of, or in connection with, the Sweepstakes or these Official Rules must be brought in either the federal or state courts located in Los Angeles County, California.

**Ocean Wise is only providing promotional support to this Sweepstakes and is not a sponsor of this Sweepstakes.**