

Official Sweepstakes Rules

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

Eligibility: [Atlantic Cup VIP Pro-AM Race in New York Harbor] Sweepstakes (the "Sweepstakes") is open only to individuals who are legal residents of the 48 contiguous United States (including the District of Columbia) who are 18 years of age or older at time of entry. The Sponsor reserves the right to request written proof of age and/or residency at any time, and to conduct any necessary checks, and can disqualify any participating minor or unauthorized non-resident who does not provide such proof either immediately or, possibly, within a reasonable time-period granted. Employees of [THE BOOMER ESIASON FOUNDATION] its advertising or promotion agencies, those involved in the production, development, prize fulfillment (including [MANUKA/ATLANTIC CUP]), implementation or handling of Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with the Sweepstakes (collectively "Sweepstakes Entities") and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. All U.S., federal, state and local laws and regulations apply. Void in Alaska, Hawaii and where prohibited by law.

Sponsor: The Sweepstakes is sponsored by the:
Boomer Esiason Foundation
ATTN: 2 Spots in the Atlantic Cup VIP Pro-AM Race in New York Harbor
483 10th Avenue, Suite 300
New York, NY 10018

in conjunction with:

The Atlantic Cup, presented by 11th Hour Racing
250 Thames Street Unit 201
Newport, RI 02840

collectively, ("Sponsor" or "Sponsors").

Entry Period: The Sweepstakes begins at 12:00 am EST on April 2, 2012 and the Entry Deadlines is 11:59 pm EST on May 11, 2012 (the "Entry Period").

Entry: During the Entry Period, there will be four ways to enter:

1. **Entry Method #1: Online with Donation.** To enter, visit <http://bit.ly/HLxN9J> and follow instructions to complete and submit a tax-deductible donation along with the online entry form. **A DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
2. **Entry Method #2: Online without a Donation.** To enter, visit http://esiason.org/images/docs/2012AtlanticCup_SweepstakesEntryForm.pdf and follow all instructions to complete the online entry form.

3. **Entry Method #3: By Mail with Donation.** To enter via US mail, mail a postcard with your name address, telephone number, email (optional) and tax-deductible check donation payable to the [Boomer Esiason Foundation] to [483 10th Avenue, Suite 300 New York, NY 10018]. Mail-in entries must be postmarked between [April 2, 2012] and [May 1, 2012] and received by [May 6, 2012]. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage due mail/entries. **A DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

4. **Entry Method #4: By Mail without Donation.** To enter via US mail, mail a postcard with your name address, telephone number and email (optional) to 483 10th Avenue, Suite 300 New York, NY 10018]. Mail-in entries must be postmarked between [April 2, 2012] and [May 1, 2012] and received by [May 6, 2012]. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage due mail/entries

Submission will result in one (1) entry. Limit one (1) entry per person. Subsequent entries from the same person, including those made from creating multiple email accounts, will be deemed ineligible and removed from the entry database. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void and may void ALL entries submitted by that person. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email account submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of the Sponsor.

Privacy. All online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, available at: <http://www.esiason.org/privacy.php>.

Drawing: At the conclusion of the Entry Period, Sponsor will select the name of one (2) potential Grand Prize Winners in a random drawing of all eligible entries (from the Sponsor's website and mail-in entries) on or about Saturday, May 12, 2012. The odds of being selected as the potential winner depend on the number of eligible entries received during the Entry Period.

Requirements of the Winner: The Winner will be contacted via telephone: Sponsor reserves the right to attempt contacting the Winner via email. It is the responsibility of each Entrant to provide and maintain current contact information. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, prize won, hometown, likeness for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. If the potential winner fails to sign and return the

Affidavit/Release within the required time period, the prize will be forfeited and an alternate entrant will be selected in his/her place in a random drawing of all entries received. If Sponsor cannot reach the Winner, or if a selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the corresponding prize will be forfeited and an alternate winner will be selected in a separate random drawing. Acceptance of a prize constitutes consent for Sponsor to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law.

Prize: Two (2) Grand Prize Winners will receive an exclusive invitation for two to the Atlantic Cup VIP Pro-AM in New York Harbor May 18th, 2012; a ride on board one of the race boats in the Pro-Am (approximately 12p-4p); and 2 tickets to the Pro-AM VIP Cocktail Party sponsored by Pyrat Rum, from approximately 4-7PM on Friday, May 18, 2012. Approximate Retail Value of Grand Prize is \$500. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. All other expenses not specifically mentioned herein—including but not limited to applicable taxes and fees associated with receipt or use of the Grand Prize is the responsibility of the winner. TRAVEL AND MEALS ARE NOT INCLUDED.

Disclaimer, Release, and Limitations of Liability: By participating in the Sweepstakes, entrants agree to release and hold harmless the Sweepstakes Entities, Twitter, Inc. and Facebook, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site; other errors related to computers, servers, providers, or telephone or network lines, or any combination thereof technical; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) damaged or illegible entries; (f) errors in the administration of the Sweepstakes or the processing of entries; or (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Sweepstakes Entities will not be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor reserves the right to: (a) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and/or (b) seek damages from any individual, whether or not an entrant, who attempts to and/or actually does deliberately damage, tamper or vandalize the entry methods, or interfere with the operation of the Sweepstakes.

Sweepstakes Results: To request the name of the winner, send a self-addressed stamped envelope to: 2 Spots in the Atlantic Cup VIP Pro-AM Race in New York Harbor Winner Confirmation Request 250 Thames Street, Unit 201 Newport, RI 02840. Requests must be received by May 6, 2013.

Force Majeure: Sponsor reserves the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or modify or suspend the Promotion in any way, if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Promotion. In the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to select the winners from among all eligible, non-suspect Entries received as of the date/time of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. If more winners than prizes at any level, random drawing from all eligible Entries will be conducted to award advertised number of prizes. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

Trademark Notice: This Promotion is not in any manner sponsored, endorsed, administered by, or associated with North Cove Marina. Following TheAtlanticCup on Twitter does not constitute an entry into the Promotion. Any questions, comments or complaints regarding this Sweepstakes should be sent via mail to: 250 Thames Street, Unit 201 Newport, RI 02840. The names of companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product as a prize, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

Severability. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.