**Airport Marine Conditional Rebate Offer - Final Score Prediction**

**OFFICIAL RULES / TERMS & CONDITIONS OF CONDITIONAL REBATE OFFER**

**CONDITIONAL REBATE OFFER IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING CONDITIONAL REBATE OFFER IS VALID ONLY TO QUALIFYING CUSTOMERS (AS DEFINED BELOW), AND SHALL ONLY BE AWARDED TO QUALIFYING CUSTOMERS IN THE EVENT OF THE CONDITIONAL REBATE ACTIVATION REQUIREMENTS BEING SUCCESSFULLY ACHIEVED PER REQUIREMENTS BELOW.**

**Qualification Period:** Customers may qualify for the conditional rebate offer (as defined in these Official Rules, the “**Conditional Rebate Offer**”) at Aiport Marine, 424 Hghway 87, Alabaster, AL 35007 (the “Sponsors”) during normal business hours from 12/2/2019 – 1/30/2020 (the “**Qualification Period**”). The Conditional Rebate Offer is subject to all applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.

**Who May Participate:** The Conditional Rebate Offer is open only to residentsof the 50 United States and the District of Columbia, who are 18 years of age or older as of date of qualification.

**How to Participate – Qualifying Customers and Qualifying Purchases:** To become a “**Qualifying Customer**”, a customer must make a “Qualifying Purchase” during the Qualification Period. A “**Qualifying Purchase**” is the non-cancellable, non-returnable, purchase of a Qualifying Product from the Sponsor location during the Qualification Period.

The Participating Sponsor location for this Conditional Rebate Offer is:

|  |  |
| --- | --- |
| **Location** | **Address** |
| Airport Marine | 424 Highway 87, Alabaster, AL 35007 |

As used herein, “**Qualifying Product”** shall mean the purchase of any new boat in the existing stock of inventory at the Participating Sponsor’s location. The **Qualifying Product** must be a completed and executed binding purchase contract and all financial requirements must be fulfilled prior to the end of the qualification period (close of business on 1/30/2020) including any down payments or payments due at signing and approval for any and all required credit or financing. Non-qualifying purchases do not qualify for the Conditional Rebate Offer and will be excluded. Any customer who makes a qualifying purchase between the Qualification Period will automatically be qualified for the Conditional Rebate Offer and receive a refund check in an amount equal **to the total sum of their 1st Year of monthly qualified boat payments (i.e. the total sum of their first 12 monthly installment payments, with a** **maximum total payout not to exceed $9,600 per Qualifying Customer.)** Recipients of the refund check, if any, are solely responsible for making their own timely and necessary payments to satisfy their lending company and agreement. *(Payments will not be made on behalf of any qualified customer to their lending company.)*

**IMPORTANT – NOTE**: Each Qualifying Customer will automatically be qualified for this Conditional Rebate Offer, in which a Qualifying Customer will have the opportunity to receive, subject to all the terms and conditions contained in these Official Rules, a refund check from Airport Marine in an amount equal to the total sum of their 1st year of monthly boat payments (maximum total payout of $9,600 per Qualifying Customer), based upon the Conditional Rebate Offer Activation Requirements being achieved (per requirements below). Eligible customers do not need to be present in order to claim their rebate offer, provided the activation requirement has occurred per the below requirements. In the event the Conditional Rebate Offer Activation requirements are not achieved, Qualifying Customers shall NOT receive the Rebate Amount or any other award, refund, rebate or compensation.Decisions of the Sponsor are final and binding regarding Qualifying Customers, eligible purchase amounts, Conditional Rebate Offer activation requirements, and in all matters relating to this Conditional Rebate Award Offer.

**Conditional Rebate Offer – Activation Requirements**

Prior to the start of the designated game *(see below),* Sponsor will designate one (1) individual (‘Designee’) to predict the exact Final Score of the designated game. The selection of the Designee for this conditional rebate offer is at the sole discretion of Sponsor. The Designee will have a maximum of one (1) chance to predict the exact final score of both teams of the designated game. Sponsor will submit the Designee’s Final Score prediction to the Contest Administrator prior to the start of the designated game. No other Final Score predictions will be acknowledged for this conditional rebate offer, regardless of the accuracy of the prediction.

In order for the conditional rebate offer to be activated and eligible qualified customers to receive their refund check in the amount of their total purchase price, the Final Score prediction submitted by the Sponsor to the Contest Administrator must exactly match the actual Final Score of the designated game according to the following requirements:

* **Designated Game: Professional Football Championship Game**
* **Location of Game: Miami, FL**
* **Designated Game Date: 2/2/2020**
* **Prediction: Final Score – exact correct team**

The Final Score prediction must be completely accurate and match the exact final score with the correct team.

* *For example, if the actual final score of the designated game is AFC - 27, NFC - 10, then a predicted score of AFC - 10, NFC - 27 or a prediction of 27-10 without specifying the associated teams will not constitute a winning entry.*

The conditional rebate offer will only be activated if the Final Score prediction submitted by the Sponsor to the third party Contest Administrator exactly matches the actual Final Score of the designated game for both teams.

**Rebate Award & Delivery:** In the event that the Conditional Rebate Offer Activation requirements are met per these Official Rules, each qualified customer will automatically be awarded the Conditional Rebate Offer, subject to verification and compliance with these Official Rules, and confirmation of the correct final score prediction by the sponsor designee for the designated game for both teams.

The conditional rebate offer amount per qualified customer is the total sum of their **1st Year of monthly qualified boat payments (i.e. the sum of their first 12 monthly installment payments, with a maximum total payout not to exceed $9,600 per Qualifying Customer).** In the event the conditional rebate offer activation requirements have been met, qualified customers can expect to receive their refund check within approximately 8-12 weeks after verification and approval that the conditions of these official rules have been met.

Conditional Rebate award recipient(s), if any, must accept delivery of refund check from Sponsor, or as otherwise instructed by Sponsor. All other costs related to rebate delivery and acceptance are the sole responsibility of each recipient including but not limited to any and all applicable taxes (including local, state and federal income taxes). Conditional Rebate Award Offer is non-transferable. Conditional Rebate Award recipients may be required to complete and return any necessary documents upon receipt of refund award payment, including a liability/publicity release and/or a W-9 form.

**IMPORTANT: In the event the Conditional Rebate Offer Activation Requirements are not met, then this Conditional Rebate Offer is void, and there will be no rebate, refund or compensation of any kind to any Qualifying Customer.**

**Additional Rules and Restrictions:** By participating in this Conditional Rebate Offer, Qualifying Customers agree to abide by and be bound by the Official Rules and the decisions of the Sponsor which shall be final in all matters relating to this offer. In the event a Qualifying Customer is awarded a Rebate, and is later found to be in violation of these rules he/she will be required to forfeit the refund or to reimburse Sponsor for the stated value. Participation constitutes permission for the Sponsor and its agencies to use winners’ names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any Rebate.

Sponsor reserves the right to terminate Conditional Rebate Offer immediately upon reaching the secured sales limit for this program or if any problem corrupts the administration, security or proper operation of the Promotion. Sponsor is not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the program or in the announcement of the rebate winners. By accepting a rebate, Qualifying Customers agree to indemnify and hold harmless the Promotion Entities (collectively “**Releasees**”), from any and all claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant’s participation in this program, or the acceptance, possession or use/misuse of any rebate, or participation in rebate-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any Qualifying Customer or any other person for failure to supply the rebate offer or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees’ sole control. No more than the advertised amount of rebates will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Offer, or any rebates awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this offer, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Offer, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Winners List:** For a copy of these Conditional Rebate Offer Official Rules/Terms & Conditions or a list of rebate recipients, if any, send a self-addressed, stamped envelope to: Airport Marine Conditional Rebate Offer, c/o Million Dollar Media, PO Box 278, Woodbridge, NJ 07095. Please specify which you are requesting. Requests must be received by 4/2/2020.

**Sponsor:** This Conditional Rebate Offer is sponsored by Airport Marine, 424 Highway 87, Alabaster, AL 35007.