

Boots For Life Online Sweepstakes

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. PROMOTION DESCRIPTION.

Rocky Brands, Inc. (“Sponsor”) is sponsoring the Rocky Boots For Life Online Sweepstakes (the “Sweepstakes”). By participating in the Sweepstakes, each Entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these official rules (the “Official Rules”) and the decisions of Sponsor, which shall be final and binding in all respects. Failure to comply with the Official Rules may result in forfeiture of the prize.

The Sweepstakes begins on July 1, 2023 at 6:00:00 A.M. Eastern Daylight Time (“EDT”) and ends on September 30, 2023 at 12:00:00 P.M. EDT (the “Promotion Period”).

Sponsor is responsible for the collection, submission or processing of entries and the overall administration of the Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor may be reached by email at Shelby.low@rockybrands.com during the Promotion Period for any questions, comments or problems related to the Sweepstakes. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

3. ELIGIBILITY.

Open to legal residents within the contiguous United States (excluding Rhode Island) or the District of Columbia who are at least eighteen (18) years old at the time of entry. Officers, directors, and employees of Sponsor and its subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and the immediate family members or household members of any of the above, are ineligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Final eligibility for the award of any prize is subject to eligibility verification by Sponsor in its sole discretion. The potential winner will be required to execute and return to Sponsor a completed Affidavit of Eligibility and Release on a form to be provided by Sponsor within fourteen (14) days of the winner notification. For tax reporting purposes, the potential winner may be required to provide Sponsor with a valid social security number before the prize will be awarded. Failure to properly complete or provide all requested information on the Affidavit of Eligibility and Release will result in disqualification and forfeiture of the prize and an alternate potential winner will be selected according to Section 7 below.

4. HOW TO ENTER.

Eligible persons wishing to participate in the Sweepstakes (each an “Entrant”) can enter through the following entry methods:

- i. By completing a purchase at www.rockyboots.com during the Promotion Period; or
- ii. Completing and submitting a no purchase necessary entry form (the “Entry Form”) located at www.rockyboots.com/bootsforlife during the Promotion Period.

Entrants who successfully complete a purchase and/or submit the Entry Form during the Promotion Period will receive a total of one (1) entry (each an “Entry” and collectively, the “Entries”) into the Sweepstakes. There is a limit of one (1) Entry per person via the above two entry methods. Use of any robotic, automatic, programmed, or similar entry method or use of multiple email addresses, identities, or devices in an attempt to circumvent the Official Rules will void all entries and result in disqualification.

All Entries must be submitted by the end of the Promotion Period in order to be eligible. Sponsor’s database clock will be the official timekeeper for the Sweepstakes.

5. ADDITIONAL ENTRIES.

In addition to the one (1) Entry granted by the entry methods described above, Entrants may gain up to two (2) additional entries into the Sweepstakes (each an “Additional Entry” and collectively, the “Additional Entries”) by completing any of the following actions:

- i. One (1) Additional Entry for liking the official Rocky Boots Facebook® page (www.facebook.com/rockygear) by clicking on the “Like on Facebook” link located at www.rockyboots.com/bootsforlife; and
- ii. One (1) Additional Entry for following the official Rocky Boots Instagram® account (www.instagram.com/rockyboot) by clicking on the “Follow on Instagram” link located at www.rockyboots.com/bootsforlife.

Entrants must have an account on Facebook and/or Instagram to gain Additional Entries. It is free to create an account on Facebook and Instagram. Entrants must be set their Instagram account to “public” to be eligible. Entrants may return their account “private” any time after the winner is announced.

There is a maximum total of three (3) entries per Entrant — one (1) Entry and two (2) Additional Entries. Entrants cannot receive Additional Entries without first submitting an Entry per Section 4. Entrant may not create multiple accounts on a single social media platform to gain more Additional Entries than the entry limit. All Additional Entries must be submitted by the end of the Promotion Period in order to be eligible. All eligible Additional Entries together with all eligible Entries are collectively referred to herein as “Eligible Entries.”

6. PRIZE.

One (1) Grand Prize will be awarded:

Grand Prize (1) – One individual (the “Winner”) will receive one single pair of boots per year for life, with the express understanding that “life” shall be deemed to mean either forty (40) years from the date of acceptance or until Winner is deceased; or until Sponsor ceases business or carrying the products at issue; whichever period is shorter. A “year” is defined as a calendar year beginning on January 1 and ending December 31. Approximate Retail Value (“ARV”) is \$4,950.

Winner may choose from the then available catalog of boots at www.RockyBoots.com. There is no limitation on the price of the boots selected in any given calendar year. All expenses not specified herein or pre-approved by Sponsor are the sole responsibility of Winner. **All federal, state, provincial, and/or local taxes, fees, and surcharges are the sole responsibility of Winner.** Winner must be the same person ordering each year and the order cannot be placed by someone other than Winner, or shipped to a different address. Winner must notify Sponsor of a change in residence or address. Winner will not be contacted by Sponsor each year to select their pair of boots; Winner must actively call to place each order. If Winner does not redeem a free pair of boots within any given year, they will forfeit their right to redeem a free pair of boots for that calendar year.

Prize consists of only those items specifically listed as part of the prize. Prize cannot be transferred, redeemed for cash, or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor’s good faith determination at the time of creation of these Official Rules. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor will not replace any lost or stolen prize items. Sponsor makes no representation or warranty, and hereby disclaims any and all warranties, express or implied, concerning any prize awarded. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

7. WINNER SELECTION.

Odds of winning depend on the number of Eligible Entries received.

Winner will be selected in a random drawing from among all Eligible Entries received during the Promotion Period. The random drawing will be conducted on or about October 6, 2023 by Sponsor or its designated representatives, whose decisions are final. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate

potential winner by random drawing from among all remaining Eligible Entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

8. WINNER NOTIFICATION.

Winner will be notified via email and announced on Sponsor's Instagram and Facebook account profiles, at Sponsor's sole discretion, within approximately one hour after the random drawing. Winner must accept the prize as directed by Sponsor within 24 hours of notification. If for any reason a potential winner cannot be reached after a reasonable attempt has been made, the potential winner forfeits his or her right to be declared a winner of the prize.

Sponsor is not responsible for any delay or failure to receive notification for any reason, including incorrect or inactive email account(s) or phone number(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account.

9. PRIVACY.

Any personal information supplied by Entrants will be subject to the privacy policy of the Sponsor posted at www.rockybrands.com/privacy-policy/. By entering the Sweepstakes, Entrants grant Sponsor permission to use their email address, phone number, and any other personally identifiable information for the purpose of administration and prize fulfillment, including use in a publicly available winner list, and to market Sponsor goods or services directly to Entrants. Entrants may unsubscribe from email communications at any time by selecting the unsubscribe option contained therein.

10. LIMITATION OF LIABILITY.

By entering the Sweepstakes, Entrants waive all right to, and hold Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in the Sweepstakes or the acceptance, use, or misuse of any prize.

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of the Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any

materials in the Sweepstakes. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and the Released Parties (as defined below) shall not have any further liability to any participant in connection with the Sweepstakes.

11. SOCIAL NETWORK PLATFORMS.

This promotion is in no way sponsored, endorsed, or administered by, or associated with Meta[®], Facebook, Instagram, or any other social network or platform (the “Released Parties”). Any and all information provided pursuant to this Sweepstakes is provided to Sponsor and not to the Released Parties. By entering the Sweepstakes, Entrants agree to fully release the Released Parties from any liability related to the Sweepstakes.

12. WINNER LIST.

For the name of the prize winner, send a request along with a stamped, self-addressed envelope to Rocky “Boots For Life” Sweepstakes, c/o Rocky Brands, Inc., 39 East Canal Street, Nelsonville, OH 45764. Requests for the name of the winner must be received no later than December 31, 2023, after the Promotion Period has ended.

13. DISCREPANCY; SEVERABILITY.

In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Sweepstakes related materials, including but not limited to the Sweepstakes entry form, or point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern, and control. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

14. GOVERNING LAW; JURISDICTION.

Entrant agrees that all matters arising out of or relating to the Sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Ohio, without giving

effect to any of its conflict of laws provisions thereof. All claims relating to the Sweepstakes must be brought in the federal or state courts located in Ohio, which shall have exclusive jurisdiction and venue over such claims.

15. OFFICIAL RULES.

These Official Rules are available online at www.rockyboots.com/bootsforlife.

16. SPONSOR.

Rocky Brands, Inc.
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(740)823-1640

ABBREVIATED LEGAL TERMS

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE CONTIGUOUS UNITED STATES (EXCEPT RI) AND D.C., 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes begins on 07/01/2023 and ends on 09/30/2023. Odds of winning depend on total number of eligible entries received. For Official Rules and complete details, visit www.rockyboots.com/bootsforlife. Sponsor: Rocky Brands, Inc.