

**ZUMIEZ #CaptionOrDie CONTEST
OFFICIAL RULES**

1. INTRODUCTION. Zumiez Inc. is offering the Zumiez #CaptionOrDie Contest (the “Contest”). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

2. TIMING. The Contest begins at 12:01 p.m., June 13, 2017 and ends at 11:59 p.m. July 6, 2017. For purposes of these Official Rules, all times are Pacific Standard Time (“PST”).

3. ELIGIBILITY. The Contest is open to legal residents of the 50 United States and the District of Columbia over the age of thirteen (13). Void in U.S. Territories including Puerto Rico and where prohibited or restricted by law. If the entrant is under the age of 18, the winner’s parent or legal guardian must give consent for the receipt of any prize, including consent to any required releases, as specified in Section 5 of these Official Rules. Employees, directors, officers, agents and consultants of Zumiez Inc. (collectively, the “Restricted Individuals”), their advertising and promotion agencies involved with this Contest (together with Zumiez Inc., the “Sponsors”), and their respective parent companies, subsidiaries, affiliates and the immediate families and persons living in the households of any Restricted Individual are not eligible to enter the Contest. The Contest shall be staged in compliance with all applicable federal, state, and local laws.

4. HOW TO ENTER AND ENTRY REQUIREMENTS. There is one way to enter the contest:

Customers will have the ability to create a caption for a provided image at Zumiez.com. These captions are to be shared on Instagram while tagging @Zumiez , @SketchyTank , and #CaptionOrDie for consideration in the contest. Instagram is in no way sponsoring, endorsing, administrating or associated with the contest in any way. Entrants must submit an affirmative reply to the Contest authorization dialogue. The entrant will have the option to register to receive marketing emails from Zumiez.

Entry into the Contest shall be deemed as authorization for Sponsors and their advertising, press and marketing agencies to use, publicize and publish the winner’s name, likeness, voice, opinions, biographical information and city and state of residence, including announcing winner's name, home city and state in all media to promote the Sponsors and the promotion, without additional compensation. Entrants represent and warrant that any individuals appearing in the image have granted consent for the submission of the image and its use by the Sponsors.

5. MINORS. Minors under the age of 18 who are selected to receive a Prize will also be required to provide the Sponsors with a Parental Permission Form, which will be sent to the parent/legal guardian's email address. The Form must include a parent's or legal guardian's signature and must be returned by mail or email to an address or email address provided on the Form within seven (7) days of notification in order to be eligible to receive a Prize. By signing up, the entrant will be entered into the Zumiez database administered by Zumiez for the purposes of this Contest. In addition, the entrant will have the option to register to receive marketing emails from Zumiez. **Children under the age of 13 are not eligible to participate.**

PLEASE NOTE THAT A HIGH VOLUME OF ENTRIES AND/OR TECHNICAL DIFFICULTIES MAY RESULT IN TEMPORARY INABILITY TO RECEIVE ENTRIES FOR THE CONTEST OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. SPONSORS ARE NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS.

In the event of a dispute as to the identity of an entrant entering via the methods set forth in Section 4, the authorized account holder of the email address used to enter, if applicable, will be deemed to be the entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. RELEASES. By entering, participants release Sponsors and their respective parent companies, subsidiaries, affiliates, directors, officers, contractors, employees and agents from any responsibility and all liability whatsoever for any injuries, losses, death or damages of any kind caused by participation in the Contest or in connection with acceptance, possession, use, or misuse of the Prize provided pursuant to the Contest. By accepting a prize, Contest winners also release Sponsors, their directors, officers, agents, employees, officers and consultants and their marketing and promotion agencies from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize.

7. LICENSE. In connection with participation in the Contest, each entrant hereby grants to the Sponsors a license to copy, distribute, publicly perform, publicly display and to create derivative works in the images and/or photos submitted in the Contest.

8. CHANGE OF EMAIL ADDRESS OR CELL PHONE NUMBER POLICY.

It is the sole responsibility of the entrant to notify the Contest judges in writing or by email if the entrant changes (1) his/her email address or (2) his/her cell phone number. (To do so, write to: Zumiez #CaptionOrDie Contest, 4001 204th St SW Lynnwood, WA 98036 or email: marketinginfo@zumiez.com).

9. JUDGING CRITERIA.

Winners will be selected by members of the Zumiez marketing team based on a variety of factors, including overall quality of the caption, humor and overall appeal. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Prize winners will be selected by the criteria set forth above. The contest will take place under the supervision of Sponsors. Entrants agree to be bound by these Official Rules and the decision of the judges, whose decisions are final. Potential winners will be notified by e-mail or mail by [July 9, 2017]. If a potential winner cannot be contacted within seven (7) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place from all entries received.

10. PRIZES.

1 Contest winner will be selected starting on July 7, 2017 and ending July 9, 2017. Odds of winning depend on the total number of eligible entries received each day. No purchase of any kind is necessary in order to enter the Contest or win any prize, and chances of winning are not enhanced by making any purchases.

Prize package(s) are the following:

A trip for winner plus one (1) guest to event destination (Boston, MA) plus lodging.

Current retail value of prize package is \$2,000

Total approximate retail value of all prizes is \$2,000. Contest winners are solely responsible for any and all taxes on the prizes, as well as any and all expenses relative to participation in the Contest or incident to receiving the prize. All prizes are "As Is" and no prize substitutions are allowed except at sole discretion of the Sponsors. Prizes are not transferable. Sponsors reserve the right to substitute prizes with prizes of equal or greater value, if Prizes become unavailable for any reason. Any portion of the Prizes not accepted by the winner will be forfeited.

Sponsors and their respective parents, subsidiaries and affiliated companies maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing service, products, or accommodations as a part of the prize packages. Sponsors are merely independent providers of the prizes and are not in any way related to the other suppliers. Sponsors shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or

contributed to (1) by wrongful, negligent, or unauthorized act or omission on the part of any of those suppliers or any of their agents, servants, employees, or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of those suppliers, (3) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee Sponsors or (4) by any cause, condition, or event whatsoever beyond the control of Sponsors.

11. SELECTION OF WINNERS. If Contest winners have not attained the age of majority in state of residence, the prize will be awarded in name of prize winner's parent or guardian. If a selected winner cannot be contacted, is ineligible, fails to claim a prize, or fails to timely return a completed and executed declaration and releases as required (including releases for any other individuals appearing in the image, the prize may be forfeited and an alternate winner selected in Sponsors' sole discretion. In the event of a dispute regarding who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account. Sponsors reserve the right to disqualify any person or email address that Sponsors determine to be in violation of any term contained in these Rules.

12. OTHER CONDITIONS OF PARTICIPATION. Sponsors are not responsible for misdirected email, mail or other communications, incorrect or inaccurate capture of entry information, including but not limited to malfunctions, human error, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect, failures of: any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials/data that have been tampered with or altered are void. In the event this Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsors reserve the right to cancel, terminate, or suspend the Contest and, in such event, to select a winner by from among all valid entries received up to such time of cancellation, termination or suspension.

Potential winner will be notified within approximately 24 hours after selection by email and/or phone and may be required to complete, sign and return an Affidavit of Eligibility/Release of Liability and Publicity Release. If potential winner does not reply to such notification within three (3) days, the notification is undeliverable after up to three (3) attempts or the Affidavit and Releases are not returned as instructed within seven (7) days of their transmission, that potential winner will be disqualified and an alternate winner will be selected.

In the event that a potential winner is a minor under the age of 18, his/her parent or legal guardian will be notified by email and will be required to sign and return via fax or to an address designated in said email, a Parental Permission Form (signifying permission for the minor to be declared a potential winner) as well as

the Affidavit and Releases. In the event that this notification is returned as undeliverable, Sponsors will attempt to re-send up to three (3) times. If the Parental Permission Form, the Affidavit, and Releases are not returned within seven (7) days of their transmission, or should the email after three (3) attempts be returned as undeliverable, such potential winner will be disqualified and an alternate winner will be selected in Sponsors' sole discretion. All responsibilities of a minor will be assumed by his/her parent/legal guardian.

All entrants, as a condition of entry, agree to be bound by these official rules and by the decisions of the Sponsors which shall be final and binding in all matters relating to this Contest.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

13. MISCELLANEOUS. For a copy of the winners' names, send a self-addressed, stamped envelope before July 22, 2017 to: Zumiez #CaptionOrDie Contest, 4001 204th Street SW, Lynwood, WA 98036.