

Rocky Mountain Elk Foundation
RMEF 2023 Win a Hunt With Randy Newberg Sweepstakes
Official Rules

1. NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

2. Eligibility: Open only to legal residents of the fifty United States and the District of Columbia, age 21 years or older at time of entry. Void where prohibited by law. Subject to all applicable federal and state and local laws and regulations. Employees and their immediate families (parents, children, spouse, siblings) of the Rocky Mountain Elk Foundation (“RMEF” or “Sponsor”), Randy Newberg/On Your Own Adventures (“Sponsor”), Garvin Promotion Group, LLC (“Administrator”), the prize providers, advertising and promotion agencies, and each of their respective parent companies, affiliates, subsidiaries, sales representatives and/or distributors, and each of their immediate families, advertising and promotion agencies and those living in the same household (whether related or not) are not eligible to enter. The RMEF 2023 Win a Hunt With Randy Newberg Sweepstakes (“Sweepstakes”) begins at 12:00 a.m. Mountain Time (“MT”) on October 1, 2023 and ends at 11:59 p.m. MT on November 1, 2023 (“Entry Period”). Please remember to account for the time difference from your local time zone when entering online.

3. How To Enter: Visit <https://www.rmef.org/win-a-hunt> and follow the instructions and provide all the requested entry information to enter the Sweepstakes. By entering the Sweepstakes online, current RMEF members will receive the following entries for each membership level as listed: (i) active Supporting Members will receive five (5) automatic entries; (ii) active Team Elk Members will receive ten (10) automatic entries; (iii) active Sportsman Members will receive twenty (20) automatic entries; and (iv) active Heritage or Life Members will receive fifty (50) automatic entries. Current Supporting, Team Elk, and Sportsman members of RMEF may submit additional entries by way of the free method of entry set out below up to the limit of fifty (50) total entries allowed per person/email address. By entering the Sweepstakes online, those that donate and join RMEF as a member, will receive the following gift with donation and entry for the respective membership levels listed: (i) as a Team Elk Member, receive a Team Elk Cap; (ii) as a Sportsman Member, receive a Benchmade Hidden Canyon Hunter fixed-blade knife; (iii) as a Heritage Member, receive a YETI 18 oz Black Rambler with Sportsman logo; and (iv) as a Life Member, receive a Gift Certificate for a pair of Hardscrabble Hiker by Kenetrek Boots along with a pair of Montana Midweight Boot Height Socks and a \$75 GOHUNT gift card. Those that donate and join RMEF as a member may submit additional entries by way of the free method of entry set out below up to the limit of fifty (50) total entries allowed per person/email address, but only the one gift with donation as listed here above will be given per entrant. You may enter without joining the Rocky Mountain Elk Foundation as a member, renewing your current membership or making a donation by visiting <https://www.rmef.org/win-a-hunt> and following the instructions and providing all the requested entry information to enter the Sweepstakes (“Free Method of Entry”). Those utilizing the Free Method of Entry are limited to five (5) entries per day during the Entry Period. There is a limit of fifty (50) total entries allowed per person/email address, regardless of the combination of entry method(s) used, and attempted entries in excess of this limit will be disqualified, and all entries from any person making such attempt will be voided. An RMEF account is required to log-on. If you do not have an RMEF account, create one for free at www.rmef.org/myrmef. All online entry notices posted at website apply, including but not limited to, the Sponsor’s Privacy Policy, available at www.rmef.org/PrivacyPolicy. Sponsors are not responsible for late, lost, stolen, damaged, garbled, incomplete, or misdirected entries. No entries produced by bot or any other automated device or application will be accepted. All entries become Sponsors’ property and will not be returned or acknowledged.

4. Prize Description and Drawing: One Grand Prize winner will be selected in a random drawing conducted on or about November 14, 2023 by a representative from the Sponsor or Administrator whose decisions are final and binding in all respects. One Grand Prize will be awarded, consisting of a rifle bull

elk hunt with Randy Newberg in a Western state. The Approximate Retail Value ("ARV") of the trip and hunt portion of the Grand Prize is \$11,500.00, and includes the tag/license, lodging and meals during the hunt, as well as a \$1,500 travel allowance provided to the winner as a check from RMEF. The Grand Prize also includes: (i) from Kenetrek – Mountain Extreme 400 Boots, Hunting Gaiters, and a Sock Package (ARV of \$626.00); (ii) from SITKA - SITKA System Sub Alpine Gear, including a Kelvin Aerolite Jacket, Jetstream Jacket, Timberline Pant, Merino 120 Hoody, Traverse Gloves, SITKA hat, Jetstream Beanie, and Ballistic Blaze Orange Vest (ARV of \$1,369.00); (iii) from Nosler - a \$500.00 prepaid gift card for use at Nosler.com (ARV of \$500.00); (iv) from Howa - a Superlight Rifle in .308, plus two magazines (ARV of \$1,177.00); (v) from Leupold – one VX-5HD 3-15x44 CDS-ZL2 Side Focus Duplex rifle scope, one pair of BX-4 Pro Guide HD 10x42MM binoculars, and an RX-1400I TBR/W Gen 2 Rangefinder (ARV of \$1,900.00); (vi) from Mystery Ranch - Beartooth 80 Backpack in Coyote or Foliage (ARV of \$600); and (vii) from Gerber - one Randy Newberg EBS knife, one Randy Newberg DTS knife, one Center-Drive Plus Multi-Tool, one Bushcraft Axe, one ComplEAT Multi-Tong, and one Fastball Pocket Knife (ARV of \$541.00). The combined total ARV of the Grand Prize \$ 18,218.00. Odds of winning the Grand Prize depend on the total number of eligible entries received.

Winner will join the hunt as a companion/partner of, and not as a client/customer of, Randy Newberg. Randy Newberg is not a hunting guide and this is not a professionally guided hunt. No part of the ARV for this prize is for guiding or outfitting services. The exact location and dates for the hunt will be determined at discretion of Randy Newberg and RMEF, and will be based upon a successful draw of an elk tag. Transportation costs are included in prize by way of a cash stipend to be awarded in the form of a corporate check. Winner must make all travel arrangements to and from your residence location, and is responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Grand Prize does not include any additional travel expenses, gratuities or any other expenses should they exceed cash stipend amount provided. Winner is responsible for providing their own weapons and ammunition (unless otherwise specified otherwise herein). Certain blackout dates may apply. If winner cannot participate on the dates designated by the Sponsor, the prize will be forfeited in its entirety and the Sponsor will have no further obligation to the selected winner. Prize winner agrees to sign a talent release prior to the hunt, allowing all photo images and video footage to be used by RMEF, and Randy Newberg. Usage of any gift card prize is subject to the respective merchant's gift card terms and conditions.

5. Winner Notification: Potential winner will be notified via mail, email and/or courier within 5 business days after random drawing. If the potential winner fails to respond within 14 days from notice, or if notification is returned as undeliverable, that potential winner will be disqualified and an alternate will be determined. In order to receive a prize, at Sponsor's discretion, a potential winner will be required to complete an Affidavit of Eligibility and Release of Liability, including verification of physical fitness to participate in the hunt, which such Affidavit must be signed and returned (along with any other documentation the Sponsor reasonably requires for prize fulfillment, such as, but not limited to, providing proof of identity and various licenses or permits) within 14 days of date printed on notification or the potential winner will be disqualified and an alternate winner will be determined. All prize details are at Sponsor's sole discretion. Firearm prize winners must conform to all local, state and federal regulations as applicable and must make arrangements for delivery of prize with appropriate federally licensed firearms dealer (FFL) as required by State and Federal law. Winner bears risk of loss or damage for failure to travel or pick up their prizes as applicable. No prize is intended for sale or for prize distribution in those states or in those areas where the prize is prohibited by law. Any winner eligible to win a prize but where the award of the prize would otherwise be in violation of federal, state, or local law will receive an alternate prize of equal value selected at the sole discretion of the Sponsor. If for any reason whatsoever, a winner is not able to accept a prize due to reasons such as, but not limited to physical impairment, mental disability, etc., s/he will receive an alternate prize at Sponsor's discretion. State and local laws, restrictions and regulations may limit or prohibit the sale, distribution, features, carry or use of certain prizes. The mention of the prizes or any other product or service in any advertisement or text does not mean the products or services have been tested, endorsed or approved by Sponsors. No prize is redeemable for cash,

exchange or transfer, except at Sponsor's sole discretion, who reserves the right to substitute any prize with one of similar or greater value if any prize, or any portion thereof, is unavailable. The winner is solely responsible for all taxes on the prize award, and for any other expenses, including but not limited to: registration, license fees, insurance, optional equipment and all other unspecified costs associated with claiming, registering and/or using any of the corresponding prize items. Winner acknowledges the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness for a particular purpose or merchantability of any aspect of any prize, except that prizes will be subject to the corresponding manufacturer's stated warranty, if any. All prizes include the cost of delivery/shipping.

6. General: All online entry notices posted at website apply, including but not limited to the Sponsor's Privacy Policy. Online entries are deemed to be made by the Authorized Account Holder of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the judges, which are final and binding in all matters relating to the Sweepstakes. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, photograph, video, comment, hometown, likeness, and prize won (all at Sponsors' discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification, release, or permission. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prizes as contemplated herein due to any "force majeure" event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, pandemic, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. The Sponsor is not responsible for: (i) 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 website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. Sponsor reserves the right to take action to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; (ii) suspend the collection of entries if the Sweepstakes becomes unfairly impaired in any way and to select winner from among all eligible entries received prior to such action. All images shown on Sweepstakes materials are for illustration purpose only, and are not intended to be an exact representation of the prizes offered.

7. Legal: This Sweepstakes shall be governed by and interpreted under the laws of the State of Montana without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, and brought only in the state or federal courts serving the County of Missoula, Montana. Any attempt by an individual, whether or not an entrant, to deliberately damage, destroy, tamper with or vandalize or interfere with the operation of the Sweepstakes, is a violation of criminal and civil laws and Sponsor reserves the right to seek damages and diligently pursue all remedies and criminal prosecution against any such individual to the fullest extent permitted by law. Per California law, this release includes claims which the entrant does not know or suspect to exist at the time of the release. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT and WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

8. Release: Entrants, on their own behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (“Releasing Parties”), agree to release, defend and hold harmless Sponsors and the Administrator, any entity involved in the fulfillment of the prizes or the administration of the Sweepstakes, and the respective employees, officers, directors and agents of each (“Released Parties”), from any and all actions, causes of action, suits, debts, acts, controversies, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, executions, claims, liabilities and demands whatsoever, in administrative law, law or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant’s participation in the Sweepstakes promotion, and/or the acceptance and use or misuse of any prize, including property damage, personal injury, or death.

9. Privacy: By entering, you may be contacted by the Sponsor or its agents with future promotional offers. Information provided by you to participate in this Sweepstakes is subject to Sponsor’s privacy policy, located at www.rmef.org/PrivacyPolicy.

10. Warning: Some of the products offered as prizes and premiums in this sweepstakes can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

11. Winners List: When the winner is confirmed, winner’s name (first name and last initial only) and hometown will be posted online at www.rmef.org/events/raffles-sweepstakes. Alternatively, to receive a winner list (available after 11/14/23), send a self-addressed, stamped envelope by 11/30/23 to: “RMEF Hunt With Randy Newberg Sweepstakes 2023 Winners List Request, P.O. Box 8249, Missoula, MT 59807.

12. Opt-Out: To opt-out of Sponsor’s future sweepstakes mailings, send your request to: RMEF, Customer Service, P.O. Box 8249, Missoula, MT 59807.

Sponsors are the Rocky Mountain Elk Foundation, 5705 Grant Creek Road, Missoula, MT 59808, and Randy Newberg/On Your Own Adventures, 6341 Johnson Rd., Bozeman, MT 59718. Sweepstakes proceeds will be used to support RMEF’s mission and/or initiatives to ensure the future of elk, other wildlife, their habitat, and America’s hunting heritage.

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