

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The following Colorado Fence Pull Giveaway (the “Giveaway”) is open to legal residents of the 50 states of the United States of America and the District of Columbia, (the “USA”) only. Any entries received from outside of the USA will not be considered in the Giveaway. The Giveaway is subject to all federal, state, and local laws and regulations. **Void in other countries, U.S. territories, and where prohibited or restricted by law.**

Eligibility Requirements: The Giveaway is open and offered only to legal residents of the USA who are at least 18 years of age at the time of entry. Employees of Rocky Mountain Elk Foundation, together with their immediate families (parent, child, sibling, or spouse) and/or household members, and any other persons or entities associated with this promotion, are not eligible to participate.

Sponsor: The Giveaway is sponsored and administered by the Rocky Mountain Elk Foundation (“RMEF”), 5705 Grant Creek Road, P.O. Box 8249, Missoula MT 59807-8249. The Giveaway is not sponsored by or affiliated with Instagram in any way.

Agreement to Official Rules: By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of RMEF, which are final and binding in all matters relating to the Giveaway. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Additionally, this Giveaway is subject to applicable federal, state, and local laws. Entrants agree to be bound by the decisions of RMEF, which are final and binding in all respects, and waive the right to claim ambiguity in the Giveaway or these Official Rules.

How to Enter: Entries for Giveaway begin at 06:00:00 p.m. Mountain Daylight Time (“MDT”) on March 28, 2024, and ends 11:59:59 p.m. MDT on April 4, 2024. RMEF’s computer is the official time-keeping device for the Giveaway. **Limit to one (1) entry per person.** Method of entry:

1. Eligible entrants can follow the link on RMEF’s webpage titled Colorado Fence Pull – AN RMEF Film and fill out the form provided via TypeForm and comment on the launch post for an extra entry.

All entries become the exclusive property of RMEF and will not be acknowledged or returned. Any entry that is deemed incomplete, illegible, fraudulent, or corrupted, in RMEF’s sole discretion, is void and will not be accepted.

Grant of Rights: By submitting your trail cam video or still photo entry to the Colorado Fence Pull Giveaway you grant RMEF the irrevocable and unrestricted right to use, reproduce, edit, modify, display, and distribute your submission for any promotional or marketing purposes, including but not limited to online, social media, broadcast, print, and other mediums, without any further compensation, acknowledgement, or prior notification.

Drawing and Notification: Giveaway winners will be selected at random from among all eligible entries received by RMEF, whose decisions are final and binding. Prize drawings will be conducted on or about April 8, 2024. The potential Prize Winners will be notified by email or telephone. If a Giveaway winner cannot be contacted within three (3) days after the first attempt to contact him/her, RMEF may select an alternate Giveaway winner at random from the remaining entries. After initial contact, the Giveaway winners will receive the prize via US Mail.

Chances of Winning a Prize: The odds of winning a prize depend on the number of eligible entries received. Three (3) winning entries will be drawn randomly from a pool of all valid entries received. After an entry is drawn for a particular prize, it will be removed from the pool and the entrant will not be in the Giveaway for any additional prize.

Prizes: You have not yet won. There will be one (3) prize awarded following the conclusion of the Giveaway Period. The winner will be determined by drawing a winning entry at random from all valid entries. The prize is as follows:

One (1) Grand Prize Winner: STIHL Chainsaw MS 250, and RMEF branded YETI Tundra 45 Cooler. [Approximate FMV of \$600.00]

Two (2) Runner-Up Winners: Pendleton Swag and NEW RMEF Gear [Approximate FMV of \$150.00]

Additional Prize Conditions: The Prize Winner may be required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legal) and return it within ten (10) days of email notification. Each Prize Winner must demonstrate lawful eligibility to take possession of the Prize won and must comply with all applicable regulations, including without limitation BATF and DMV requirements, before his or her prize will be released. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Prize Winner, if potential Prize Winner cannot be reached via phone within three (3) calendar days from the first notification attempt, or if potential Prize Winner fails to return requisite documents within the specified time period, or if potential Prize Winner is not in compliance with these Official Rules or applicable law, then such person shall be disqualified and, at RMEF's sole discretion, an alternate Prize Winner may be selected. The Prizes are not transferrable, and all substitutions are granted at the sole discretion of RMEF. ANY DIFFERENCE BETWEEN THE STATED APPROXIMATE RETAIL VALUE OF ANY PRIZE AND THE ACTUAL VALUE OF SUCH PRIZE WILL NOT BE AWARDED. ANY UNCLAIMED PRIZE WILL NOT BE AWARDED.

Prize Winner's entry into the Giveaway constitutes permission (except where prohibited) for RMEF to use Prize Winner's name, photograph, likeness, statements, biographical information, voice, address (city and state) and entry, in all forms of media, including for advertising or purposes of trade, in perpetuity, without notice or further compensation. The Prize Winners will be responsible for all local, state, and federal taxes associated with the receipt of a Prize. Each Prize Winner will receive a 1099-MISC IRS form for the value of the Prize. RMEF reserves the right in its sole discretion to substitute any Prize with another Prize of equal or greater value in the event that any Prize (or any component thereof) is not available as determined by RMEF in its sole discretion.

GENERAL CONDITIONS: If for any reason the operation or administration of this Giveaway is impaired or incapable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of RMEF which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, RMEF reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Giveaway in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules.

RMEF reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway or RMEF's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RMEF RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by RMEF to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Prize Winner based on an e-mail address, the winning entrant will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. RMEF reserves the right to cancel, terminate, or modify the Giveaway.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Giveaway, entrants agree to release and hold harmless RMEF and its employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, sponsors, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim, action, injury, loss, damage or cause of action arising out of or relating to participation in the Giveaway, acceptance or receipt of any Prize, use or misuse of any Prize, or participation in any Prize-related activity, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Giveaway; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury, death,

or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use of any Prize.

Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by RMEF on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Giveaway or downloading any materials in this Giveaway. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway.

Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participants agree that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to the implied warranties of merchantability, title and fitness for a particular purpose), in fact or in law, relative to the Giveaway. Without limiting the generality of the foregoing, RMEF does not make any express or implied warranties or representations with respect to the Giveaway or its websites and RMEF shall not be liable for the consequence of any interruptions or errors related thereto.

GENERAL: By accepting a Prize, where permitted by law, the Prize Winner grants to the Released Parties and those acting pursuant to the authority of RMEF and the Released Parties (which grant will be confirmed in writing upon RMEF's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFIT, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS GIVEAWAY OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Giveaway or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize Winner acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: All information submitted by entrants will be treated according to RMEF's privacy policy, available at <https://www.rmef.org/policies/privacy-policy/>. By participating in the Giveaway and providing your e-mail address, entrants hereby agree to RMEF's collection and usage of their personal information and acknowledge that they have read and accepted RMEF's Privacy Policy.

DISPUTES: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Montana. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of RMEF in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Montana, without giving effect to any choice of law or conflict of law rules (whether of the State of Montana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Montana.

WINNERS LIST REQUEST: To request confirmation of the name and address of the Prize Winners, please send a self-addressed, stamped business size envelope, by January 30, 2025, to: Rocky Mountain Elk Foundation, Attention: Colorado Fence Pull Giveaway Winners Request, 5705 Grant Creek Road, PO Box 8249, Missoula MT 59807-8249.

Winners will also be publicly announced on the Instagram caption and on the RMEF website landing page for the video.