

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

ALTERNATIVE ENTRY METHOD PROVIDED.

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The following RMEF/onX Hunt 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, US territories, and where prohibited or restricted by law.**

ELIGIBILITY: The Giveaway is open and offered only to legal residents of the USA who are at least 21 years of age at the time of entry. Employees of Rocky Mountain Elk Foundation and onX, 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/ADMINISTRATOR: The Giveaway is sponsored by the Rocky Mountain Elk Foundation ("RMEF"), 5705 Grant Creek Road, PO Box 8249, Missoula MT 59807-8249, onX Maps, 1925 Brooks Street, Missoula, MT 59801 (collectively, the "Sponsors"). This Giveaway is administered by RMEF.

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 of 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 waive the right to claim ambiguity in the Giveaway or these Official Rules

HOW TO ENTER: The Giveaway begins at 12:00:01 a.m. Eastern Standard Time ("EST") on **September 22nd, 2020** and ends at 11:59:59 p.m. EST on **October 16, 2020** ("Giveaway Period"). RMEF's computer is the official time-keeping device for the Giveaway. Two methods of entry:

1. **Mail-in Card:** NO PURCHASE NECESSARY – Eligible entrants can handwrite RMEF/onX Hunt Giveaway, their full name, complete mailing address, daytime phone number, and valid email address on a 3" x 5" card and mail it to: Rocky Mountain Elk Foundation, Attention: RMEF/onX Hunt Giveaway, 5705 Grant Creek Road, PO Box 8249, Missoula MT 59807-8249. All mail-in entries must be **postmarked by October 16th, 2020** and **received by October 23rd, 2020**. The postmark date will be the entry date. One (1) valid mail-in entry received per day will count as one (1) Giveaway entry. Multiple mail-in entries with same postmarked date will be void. Mechanical reproductions will be void. Proof of sending or submission will not be deemed to be proof of receipt by RMEF.

AND/OR

2. RMEF and onX members can enter by visiting <https://www.rmef.org/hunt-giveaway>

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 the sole discretion of RMEF, is void and will not be accepted.

LIMIT: Regardless of entry method, there is a limit of five (5) total chances per person. Chances entered in excess of this limit will not be entered into the drawing.

PRIZES: YOU HAVE NOT YET WON. The prizes are described as follows:

1. One Grand Prize – Fall 2021 Bull Elk Hunt with onX maps in Montana. Fall 2021 is contingent on winner drawing necessary tag/license. Lodging, licenses, food, tags, included. Travel is not included. Approximate retail value of \$7,500.
2. One Runner-Up Prize. Approximate retail value of \$1,500.00
 1. Leupold BX-4 Pro Guide HD 10x42mm Binocular
 2. VX-3i 4.5-14x40mm (30mm) Side Focus CDS-ZL Scope

CHANCES OF WINNING A PRIZE: The odds of winning a prize depend on the number of entries received. 2 winning entries will be drawn at random from a pool of all valid entries received.

DRAWING: The potential Prize Winners will be selected in a random drawing from among all eligible entries received by RMEF, from both methods of entry. Prize drawings will be conducted on or about November 1st, 2020. There will be 2 prizes awarded following the conclusion of the Giveaway Period. The grand prize winner will be determined by drawing a winning entry at random from all valid entries. The runner-up prize winner will be determined by drawing a winning entry at random from all entrants who provide their valid email address. All prize drawings and decisions by RMEF are final and binding.

NOTIFICATION: The potential Prize Winners will be notified by email. If a potential Prize Winner cannot be contacted within four (4) days after the first attempt to contact him/her, RMEF may select an alternate potential Prize Winner at random from the remaining entries. After initial contact, the potential Prize Winner will receive a USPS mail package of Prize confirmation.

ADDITIONAL PRIZE CONDITIONS: The Prize Winners are required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legal) and return it to RMEF within 10 days of written notification. Grand 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 onX. RMEF will provide optics, rifle, ammunition, hunting clothing, and backpack for the Giveaway winner to use during filming. Grand Prize Winner agrees to use all items provided by RMEF needed to comply with sponsorship commitments. Prize Winners must demonstrate lawful eligibility to take possession of the Prizes won and must comply with all applicable regulations, including without limitation BATF and DMV requirements, before Prizes 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 or email within four (4) 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 an alternate Prize Winner will be selected. The Prize is 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.

Entry into the Giveaway constitutes permission (except where prohibited) for Sponsors 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 Winner will be responsible for all local, state, and federal taxes associated with the receipt of a Prize. The Prize Winners

will receive a 1099-MISC IRS form or other IRS form as determined by RMEF 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 the 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, onX and their 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, Sponsors do not make any express or implied warranties or representations with respect to the Giveaway or Sponsor websites and Sponsors 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 Sponsors and those acting pursuant to the authority of RMEF and the Sponsors (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 SPONSORS 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 Sponsors 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, onX, and Leupold privacy policies, available at <https://www.rmef.org/policies/privacy-policy>, <https://www.onxmaps.com/privacy-policy>, <https://www.leupold.com/privacy-policy>. By participating in the Giveaway and providing an e-mail address, entrants hereby agree to RMEF and onX's collection and usage of their personal information and acknowledge that they have read and accepted RMEF, onX and Leupold privacy policies. By entering this contest, entrants agree that they will receive marketing communications from RMEF, onX, and Leupold through email communication. Entrants can opt out of this messaging at any time through the "unsubscribe" function within each communication.

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 December 30th, 2020, to: Rocky Mountain Elk Foundation, Attention: RMEF/onX Hunt Giveaway Prize Winners Request, 5705 Grant Creek Road, PO Box 8249, Missoula MT 59807-8249.

NOTICE: All proceeds from this sweepstakes will be used to support RMEF initiatives to ensure the future of elk, other wildlife, their habitat and America's hunting heritage.