

## OFFICIAL RULES

**NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**The RMEF Ultimate Elk Hunter Sweepstakes (“Sweepstakes”) begins at 12:00 AM Eastern Time (“ET”) on 6/23/22 & ends at 11:59 PM ET on 9/1/22 (“Entry Period”).**

**1. Eligibility:** Open only to legal residents of the United States & the District of Columbia, age 21 years or older at time of entry. Subject to all applicable federal & state & local laws & regulations. Void where prohibited by law. Employees & their immediate families (parents, children, spouse, siblings) of the Rocky Mountain Elk Foundation (“RMEF”) (“the Sponsor”), prize providers & collectively their respective parent companies, affiliates, subsidiaries, sales representatives &/or distributors, & their immediate families, advertising & promotion agencies & those living in the same household (whether related or not) are not eligible to enter.

**2. How To Enter:** During the Entry Period, there are three (3) methods of entry. **Method #1:** To enter via U.S. Mail from a personalized offer you received (“personalized entry”): Complete & return the official Entry Form per instructions provided, including returning as many fully separated Entry Tickets as you wish (up to the maximum one hundred (100) entries if available) with your official Entry Form, with or without a donation. **Method #2:** To enter online (except for residents of Minnesota, Montana and Washington who should follow Method #3 below in lieu of online entry) and make a donation (“online entry”), visit [www.rmef.org/gearsweeps22](http://www.rmef.org/gearsweeps22) or the URL indicated. A free RMEF account is required to log-on. If you do not have an RMEF account, create one for free at [www.rmef.org/myrmef](http://www.rmef.org/myrmef). Follow all online entry instructions to enter the Sweepstakes, including indicating how many Entry Tickets you wish to submit, up to the maximum of one hundred (100) entries allowed per person. Online entries must be received during the Entry Period. All online entry notices posted at website apply, including but not limited to the Sponsor’s Privacy Policy, available at [www.rmef.org/PrivacyPolicy](http://www.rmef.org/PrivacyPolicy). Online entries are deemed to be made by authorized account holder of the e-mail address submitted at time of entry. The online method of entry may require a donation. **Method #3:** To enter by mail (as an alternate to Method #1 or Method #2) with or without making a donation (“mail-in entry”), visit the URL indicated. A free RMEF account is required to log-on. If you do not have an RMEF account, create one for free at [www.rmef.org/myrmef](http://www.rmef.org/myrmef) & follow all entry instructions including printing official Entry Form and Entry Ticket(s), hand-printing all information requested on the official Entry Form & Entry Ticket(s) up to the maximum of one hundred (100) entries allowed, completely separating Entry Tickets & enclosing official Entry Form & Entry Tickets in a hand-addressed #10 envelope & mailing via First Class U.S. Mail to: Rocky Mountain Elk Foundation, RMEF Ultimate Elk Hunter, P.O. Box 3894, Missoula, MT 59806. **For Entry Methods #2 & #3:** Entry tickets that are not completely separated from each other WILL NOT BE ELIGIBLE. Ensure that your name & correct address appear on every entry ticket you return. Entries must be postmarked by 9/1/22 & received by 9/8/22.

**REGARDLESS OF ENTRY METHOD THERE IS A LIMIT OF ONE HUNDRED (100) ENTRIES PER PERSON/EMAIL DURING THE ENTIRE ENTRY PERIOD.** Any attempt to exceed this limit may automatically disqualify all entries from that entrant. Entry materials/data that have been tampered with or altered will be disqualified. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected or postage due mail/entries. No mechanical reproductions of entries accepted. All entries become Sponsor’s property & will not be returned or acknowledged.

**3. CONSUMER DISCLOSURES:** No purchase necessary. You have not yet won. Ends 9/1/22. 226 prize winners will be drawn. Maximum verifiable retail value (“VRV”) of all prizes: \$172,761.48. Odds of

winning depend on the total number of eligible entries received, estimated at 1:824,512 for all prizes except for a 10<sup>th</sup> prize which is estimated at 1:82,451. Limit: One prize per person or household. SPONSOR: Rocky Mountain Elk Foundation, 5705 Grant Creek Road, Missoula, MT 59808.

One Grand Prize: RMEF Ultimate Elk Hunter Package (VRV: \$125,979.76). Grand Prize consisting of: 2022 Cruiser RV Embrace EL250 Travel Trailer, 2022 Ford F-150 Lariat 4x4 SuperCrew Truck, \$10,000 Cash (awarded in the form of a corporate check to be used, if needed, for winner to pick-up vehicle at Sponsor's headquarters or have the vehicle shipped to winner's residence), Mathews 2022 V3X Bow Certificate, Weatherby Vanguard FDE in 7mm w Leupold Scope, Smith & Wesson M&P9 Shield, Eberlestock Package (i.e., H31 Bandit Pack RMEF Team Elk Edition and M5 RMEF Team Elk Pack), HHA Package (i.e., Tetra Max Bow Sight, Tetra LR Stabilizer Bar Combo Pack [8" & 10"]), Montana Decoy Package (i.e., Backcountry Elk Decoy, Miss September Elk Decoy, Spike Elk Decoy, Antelope Combo Decoy, Wiley Tom), AOB Package (i.e., Carbon Fiber DeathGrip, Blood Moon, Grave Digger Ground Blind Mossy Oak Terra, BOG Hat (3)), YETI Package (i.e., Cooler, Tundra Haul, Navy, Crossroads 29" Luggage, Navy, Crossroads 60L Duffel, Navy, Crossroads 27L Backpack, Navy, Crossroads Packing Cube, Large, Crossroads Packing Cube, Medium, Crossroads Packing Cube, Small).

Trailer and Truck details: Winner must sign a release of liabilities, any required agreement and Affidavit prior to receiving prize. Winner must take delivery of the vehicle prize from Sponsor's headquarters located at Missoula, MT or winner makes arrangement to ship the vehicle prize to winner's residence. If prize is not picked-up or winner fails to make arrangements to ship the vehicle prize within 60 days of notification, winner shall forfeit the prize. Should the winner choose to make arrangements to ship the vehicle, upon transfer of title, Sponsor will be deemed to have awarded the vehicle prize to the winner with winner assuming full responsibility to procure the prize directly. Winner must possess and provide proof of valid insurance and appropriate driver's license issued in winner's jurisdiction of residence at time of vehicle prize pick-up and/or prior to title transfer in advance of shipment.

One 1<sup>st</sup> Prize: 2023 Outdoor Solutions 'From Field to Table' Trip for 2. Winner and guest will receive: i) a guided hunting for spring turkey and feral swine on a 30,000-acre Texas ranch; ii) lessons on how to cleanly butcher meat and how to prepare the food; iii) 4 days/4 nights lodge accommodations (double occupancy); iv) standard meals during stay; and v) \$5,000.00 cash for travel, gratuities, etc. Transportation is not included in prize; a cash stipend has been included toward transportation expenses. Cash stipend will be awarded in the form of a corporate check. Trip must be taken in Spring 2023 or 2024, and on dates as determined by the Sponsor. Trip is subject to availability; blackout dates may apply. Winner must make all travel arrangements to and from destination. Winner is responsible for providing weapons & ammunition, if applicable. Guest must be 21 years of age or older & will be required to sign & return a Liability/Publicity Release before accommodations can be booked. If winner cannot participate on the dates designated by the Sponsor, or unable to travel after the trip is booked, the prize will be forfeited in its entirety & the Sponsor will have no further obligation to the winner. If hunting activity is not available due to poor weather conditions or any other reason, such activity will be forfeited and the Sponsor's sole responsibility will be to award the remaining elements of the prize. Any expenses exceed the cash stipend amount are winner's responsibility. Winner & guest are solely responsible for obtaining the proper travel documentation (e.g., valid photo ID &/or passport) prior to travel. VRV: \$12,100.00.

One 2<sup>nd</sup> Prize: Westward Ho' Historical Firearm Collection (consists of: 1845 Boot Pistol, 1841 Mississippi Rifle, 1848 Colt Dragoon Revolver). VRV: \$5,571.85.

One 3<sup>rd</sup> Prize: ALPS Outdoorz Package (consists of: Commander X + Pack, Hybrid X, RMEF Saratoga Rifle Case, RMEF Ridge Stalker X, Vital X, Knockout X, Big Horn 2-Room Tent, Klondike-30 Sleeping Bags (2), Titan XP Cots (2), RMEF Ridge Stalker Bino Harnesses (2)). VRV: \$2,179.87.

One 4<sup>th</sup> Prize: \$1,500 Scheel's Gift Card. VRV: \$1,500.00.

One 5<sup>th</sup> Prize: Davis Tent & Awning. VRV: \$1,235.00.

One 6<sup>th</sup> Prize: Howa Flag Folding Stock Package in 6.5 Grendel. VRV: \$1,059.00

One 7<sup>th</sup> Prize: Kimber Backwoods Stainless Pistol in .45 ACP. VRV: \$850.00.

One 8<sup>th</sup> Prize: YETI V Series Stainless. VRV: \$800.00.

One 9<sup>th</sup> Prize: Danner Boot Package. VRV: \$750.00.

216 10<sup>th</sup> Prizes: Each winner will receive a Gerber Exo Mod Sets\*. VRV: \$96.00 each.

Antique, vintage and/or collectible firearms have not been tested for function or safety and are not warranted as either functional or safe. Always have a qualified gunsmith perform an inspection on antique, vintage and/or collectible firearms before using or firing.

Firearm winners must conform to all local, state & federal regulations as applicable & must make arrangements for delivery of prize with appropriate federally licensed firearms dealer as required by State & Federal law. For all prizes: State & local laws, restrictions & regulations may limit or prohibit the sale, prize distribution, carry or use of certain prizes. 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, if 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. Winners bear risk of loss or damage for failure to travel or pick up their prizes as applicable.

\*By accepting a 10<sup>th</sup> prize you release Sponsor from all liability in connection with use of this prize.

Usage of gift card is subject to Scheel's gift card terms and conditions. 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 Sponsor. Winners acknowledge 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 or merchantability of any aspect of any prize, except that prizes will be subject to the corresponding manufacturer's stated warranty, if any. 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 not available.

**4. Winner Selection & Notification:** A random drawing will be conducted on or about 9/30/22 from all eligible entries received as mentioned in section 2 above. Drawing will be conducted by a representative from the Sponsor whose decisions are final & binding in all respects. Potential winners will be notified via mail, email &/or courier within 5 business days after random drawing. In order to receive a prize, at Sponsor's discretion, a potential winner will be required to complete an Affidavit of Eligibility & Release of Liability which must be signed & returned (along with any other documentation the Sponsor reasonably requires for prize fulfillment, such as, but not limited to, providing proof of identity, various licenses or permits) within 14 days of date printed on notification or the potential winner will be disqualified & an alternate winner will be determined. If a potential winner fails to respond within 14 days, or if notification is returned

as undeliverable, a potential winner cannot accept/receive a prize for any reason, that potential winner will be disqualified & an alternate will be determined. All prizes will be awarded in order, beginning with the Grand Prize and ending with the 10<sup>th</sup> Prize. Once confirmed as a winner, the first name drawn at random, (i.e., the Grand Prize winner), will have the option of picking any one (1) prize from all prizes offered in this sweepstakes. Selection must be made within 3 days of receiving prize choice correspondence. Once this winner's prize selection is made, the remaining prizes will be awarded in order of the next names drawn, pending confirmation. If any of the confirmed winner does not respond within the time frames designated, the Sponsor will assign the prize in the order drawn. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. In the event a prize is forfeited, the Sponsor may, in Sponsor's sole discretion, award or not award the forfeited prize to an alternate winner. All prize details are at Sponsor's sole discretion. Prizes will be awarded approximately 30-60 days of winner verification, except in cases of delay or availability. Sponsor is not responsible for such delays. At Sponsor's sole discretion and/or due to unavailability, Sponsor reserves the right to substitute any portion of the prize with one of similar or greater value. If a winner cannot accept/receive any portion of the prize for any reason after an entrant is verified a prize winner, that portion of the prize will be forfeited and shall constitute full satisfaction of Sponsor's prize obligation to winner with no additional compensation will be awarded. Each winner is solely responsible for all taxes on prize (& must submit a W9 &/or supply Social Security Number to Sponsor as directed by RMEF) & other expenses (as applicable) not specifically set forth herein, including but not limited to: travel, registration, title, license fees, insurance, optional equipment & all other unspecified costs associated with claiming, registering &/or using the corresponding prize.

**5. General:** By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, & (ii) agree to be bound by the decisions of Sponsor & the judges, which are final & binding in all matters relating to the Sweepstakes. Except where prohibited by law, entry & acceptance of prize constitute permission to use each winner's name, photograph, video, comment, hometown, likeness, & prize won (all at Sponsor's discretion) for future advertising, publicity in any & 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. 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 & to select winners from among all eligible entries received prior to such action. This Sweepstakes shall be governed by & interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. Any & all disputes, claims, & causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS &/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 & WHETHER BASED ON NEGLIGENCE OR OTHERWISE. LEGAL WARNING: 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 & CIVIL LAWS & SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES & DILIGENTLY PURSUE ALL REMEDIES & CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**6. Release:** Entrants on their behalf, & on behalf of their respective heirs, executors, administrators, legal representatives, successors & assigns (“Releasing Parties”), release, defend & hold harmless Sponsor, any entity involved in the fulfillment of the prizes or the administration of the Sweepstakes, & their respective employees, officers, directors & agents of each (“Released Parties”), from any & all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims & demands whatsoever, in law, admiralty 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, acceptance & use or misuse of any prize, including property damage, personal injury or death.

Entrants further understand & agree that all rights under Section 1542 of the Civil Code of California & any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly & forever waived. Entrants acknowledge that Section 1542 provides that: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Entrant acknowledges that the releases herein are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of such laws to preserve future unknown claims.

**7. Winners List:** When all prize winners are confirmed, winner names (first name and last initial only) and hometowns will be posted online at [www.rmef.org/events/raffles-sweepstakes](http://www.rmef.org/events/raffles-sweepstakes). Alternatively, to receive a winners list (available after 11/30/22) send a self-addressed stamped envelope by 11/30/22 to: RMEF Ultimate Elk Hunter Sweepstakes Winners List Request, P.O. Box 8249, Missoula, MT 59807.

**8. Opt-Out:** To opt-out of Sponsor’s future sweepstakes mailings, send your request to: Rocky Mountain Elk Foundation, Customer Service, P.O. Box 8249, Missoula, MT 59807.

**9. WARNING:** Some of the products offered as prizes and premiums in this promotional offer 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](http://www.P65Warnings.ca.gov).

**10. Notice:** 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.

### **NOTICE TO ONLINE ENTRANTS**

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email 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. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) 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. 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 independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE 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.