

## OFFICIAL RULES

### NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

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

**ELIGIBILITY:** The following RMEF “Win a Hunt with Randy Newberg” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 50 states of the United States of America and the District of Columbia, (the “USA”) who are at least 21 years of age at time of entry. Any entries received from outside the USA will not be considered in the Sweepstakes. The Sweepstakes is subject to all federal, state, and local laws and regulations. **Void in other countries, US territories, and where prohibited or restricted by law.**

Employees of Rocky Mountain Elk Foundation, Randy Newberg/On Your Own Adventures and all companies who have provided prizes, 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.

**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 Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Entrants agree to waive the right to claim ambiguity in the Sweepstakes or these Official Rules

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Standard Time (“EST”) on **9/1/22** and ends at 11:59:59 p.m. EST on **11/1/22** (“Sweepstakes Period”). RMEF’s computer is the official time-keeping device for the Sweepstakes.

Two (2) methods of entry:

1. **Mail-in Entry:** If you received an official Sweepstakes entry form by mail, follow the mail-in instructions provided in the offer. Additionally, anyone may as an alternative to the online entry method described below, hand write RMEF “Win a Hunt with Randy Newberg” Sweepstakes, your full name, complete mailing address, daytime phone number, and **valid email address** on a 3” x 5” or similar-size notecard and mail it **unfolded** in an envelope to: Rocky Mountain Elk Foundation, Attention: RMEF “Win a Hunt with Randy Newberg” Sweepstakes, P.O. Box 3894, Missoula MT 59806. Each handwritten entry represents one chance to win. All mail-in entries must be **postmarked by 11/1/22 and received by 11/7/22**. The postmark date will be the entry date. There is a maximum daily limit of five (5) mail-in entries, and a total maximum limit of fifty (50) mail-in entries, per person/email address into the prize drawing. You may include up to a maximum of five (5) notecards in one envelope from yourself only. More than five (5) notecards mailed in one envelope or notecards from multiple entrants receive in one envelope will be void. More than five (5) mail-in entries with same postmark dates will be void. Folded notecards and/or mechanical reproductions will be void. Proof of sending or submission will not be deemed proof of receipt by RMEF.
2. **Online Entry and (with or without Mail-in Entry):** Current RMEF members or those that wish to join RMEF can enter using a combination of online entries and/or mail-in entries as described below. Maximum limit of fifty (50) allowable entries per person/email address into the Prize drawing. See below for entry calculations based on the entrant’s level of membership in RMEF as described herein:

Visit <https://www.rmef.org/win-a-hunt> and follow onscreen instructions to enter with or without joining as a member, renewing your membership or donating. Provide your valid email address and check the appropriate box to confirm your Sweepstakes participation to earn the following entries:

\$35 Annual Supporting Members—Receive five (5) automatic entries online. You may enter an

additional forty-five (45) entries via mail-in entry following instructions in entry method No. 1 above.

\$50 Annual Team Elk Members—Receive ten (10) automatic entries online. You may enter an additional forty (40) entries via mail-in entry following instructions in entry method No. 1 above.

\$100 Annual Sportsman Members—Receive twenty (20) automatic entries online. You may enter an additional thirty (30) entries via mail-in entry following instructions in entry method No. 1 above.

\$250 Annual Heritage Members—Receive fifty (50) automatic entries online. Additional entries by any method will not be entered into the Prize drawing.

Current Life Members—Receive fifty (50) automatic entries online. Additional entries by any method will not be entered into the Prize drawing.

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(s) or combination of entry method(s) used, there is a maximum limit of fifty (50) total allowable entries per person/email address. Entries entered in excess of this limit will not be submitted into the Prize drawing.**

**CONSUMER DISCLOSURES:** No purchase or donation necessary to enter or win. Ends 11/1/22. **PRIZE:** YOU HAVE NOT YET WON. The total combined Verifiable Retail Value (VRV) of all components of the Grand Prizes is \$17,269.47. **SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by the Rocky Mountain Elk Foundation (“RMEF” or “Sponsor”), 5705 Grant Creek Road, Missoula, MT 59808. Sweepstakes may also be presented by: Randy Newberg/On Your Own Adventures, 6341 Johnson Rd., Bozeman, MT 59718. This Sweepstakes is administered by RMEF.

The prize is described as follows:

One Grand Prize: Rifle Bull Elk Hunt with Randy Newberg in Kentucky for Fall of 2023 (VRV: \$8,500)\*. Hunt location and dates to be determined at discretion of Randy Newberg and RMEF. Prize includes: (i) tag/license, lodging and meals during the hunt (VRV \$1,500); (ii) \$1,500 travel allowance provided to winner as a check from RMEF (VRV \$1,500); (iii) (a) from Rocky Mountain Hunting Calls—137-S Wapiti Whacker with Sitka cover, 144 Seducer open reed call, 101 Raging Bull diaphragm, 134 Black Magic diaphragm, 135 Reaper diaphragm, 305 Call Case, 303 Wind Checker; (b) from Kenetrek—Mountain Extreme 400 Boots, Hunting Gaiters, Sock Package; (c) from SITKA—SITKA System: Sub Alpine, CORE Lightweight Crew LS, CORE Midweight Zip-T, Kelvin Lite Down Jacket, Jetstream Jacket, Timberline Pant, Mountain Glove, SITKA Cap, Jetstream Beanie; (d) from Nosler—ten (10) boxes of Trophy Grade Ammunition in .308; (e) from Howa—Carbon Stalker rifle in .308; (f) from Leupold—VX-3HD 4.5-14x40 CDS-ZL, BX-2 Alpine HD 10x42, Performance Eyewear; (g) from Mystery Ranch—Beartooth 80 in Subalpine; (h) from Gerber—Randy Newberg EBS knife, Randy Newberg DTS knife, Center-Drive Multi-Tool, ComplEAT Multi-Tong, Fastball Pocket Knife, Armbar Slim Drive Multi-Tool, Exclusive. Shirt & Hat.

\*Note: 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 VRV for this prize is for guiding or outfitting services.

**CHANCES OF WINNING A PRIZE:** Odds of winning the prize depend on the number of entries received. One (1) winning entry will be drawn at random from a pool of all valid entries received.

**DRAWING:** The potential Prize winner will be selected in a random drawing from among all eligible entries. Prize drawing will be conducted by a representative from RMEF on or about 11/14/22. There will be one (1) Prize awarded following the conclusion of the Sweepstakes period. The potential Prize

winner will be determined by drawing a winning entry at random from all valid entries. All prize drawings and decisions by RMEF are final and binding.

**NOTIFICATION: The potential Prize winner will be notified by email only.** 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 via email, the potential Prize winner will receive a USPS mail package containing Prize confirmation documents.

**ADDITIONAL PRIZE CONDITIONS:** Prize winner is required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legal) and return it to RMEF within 10 days of written notification. Prize winner agrees to sign a talent release prior to the hunt, allowing all photo images and video footage to be used by RMEF, Gerber and Randy Newberg. RMEF will provide optics, rifle, ammunition, hunting clothing, and backpack for the Prize winner to use during filming. Prize winner agrees to use all items provided by RMEF needed to comply with sponsorship commitments. Prize winner 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, or if potential Prize winner cannot be reached via 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. Any prize substitutions will be granted only at the sole discretion of RMEF. If the Prize winner cannot accept any portion of the Prize for any reason, the winner will forfeit that portion of the prize. The Prize, or any portion thereof, is not transferrable. ANY DIFFERENCE BETWEEN THE STATED APPROXIMATE VERIFIABLE RETAIL VALUE OF ANY PRIZE AND THE ACTUAL VALUE OF SUCH PRIZE WILL NOT BE AWARDED. ANY UNCLAIMED PRIZE WILL NOT BE AWARDED.

The Prize winner will be responsible for all local, state, and federal taxes associated with the receipt of a Prize. The Prize winner 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 Sweepstakes 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 Sweepstakes, RMEF reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize 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 Sweepstakes 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 SWEEPSTAKES 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 Sweepstakes.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless RMEF, Gerber, Randy Newberg/On Your Own Adventures and their employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, prize providers, 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 Sweepstakes, 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 Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes or downloading any materials in this Sweepstakes. 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 Sweepstakes. 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 Sweepstakes. Without limiting the generality of the foregoing, Sponsor does not make any express or implied warranties or representations with respect to the Sweepstakes or Sponsor's websites and Sponsor shall not be liable for the consequence of any interruptions or errors related thereto.

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.

**GENERAL:** By accepting a Prize, where permitted by law, the Prize winner grants to the Sponsor and those acting pursuant to the authority of RMEF and the Sponsor (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, statements, social media profile, address (city and state), biographical information and/or entry for advertising, trade and promotional purposes, in perpetuity, without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR 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 SWEEPSTAKES 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 Sweepstakes 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 Sponsor has 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 and Gerber privacy policies, available at [www.rmef.org/policies/privacy-policy](http://www.rmef.org/policies/privacy-policy) and <https://www.gerbergear.com/en-us/support/privacy-policy>. By participating in the Sweepstakes and providing an e-mail address, entrants hereby agree to RMEF and Gerber collection and usage of their personal information and acknowledge that they have read and accepted RMEF and Gerber privacy policies. By entering this contest, entrants agree that they will receive marketing communications from RMEF, Gerber, and Randy Newberg/On Your Own Adventures 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 Sweepstakes 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 Sweepstakes, 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.

**WINNER’S LIST REQUEST:** To request the name (first name and last initial only) and address (city and state only) of the Prize winner, send a self-addressed, stamped business-size envelope, by 11/7/22, to: Rocky Mountain Elk Foundation, Attention: RMEF “Win a Hunt with Randy Newberg” Sweepstakes, 2022 Prize Winner Request, P.O. Box 3894, Missoula MT 59806.

**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.