

**BACKCOUNTRY HUNTERS & ANGLERS
2020 BHA Public Grouse Giveaway
Official Rules**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

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

THE 2019 BHA PUBLIC GROUSE GIVEAWAY (“GIVEAWAY”) BEGINS AT 9:00 AM EASTERN TIME (“ET”) ON 4/16/20 & ENDS AT 11:59 PM ET ON 5/14/20 (“GIVEAWAY ENTRY PERIOD”).

ELIGIBILITY: Open only to legal residents of the 50 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 in U.S. Possessions & Territories & where prohibited by law. Employees & their immediate families (parents, children, spouse, siblings) of Backcountry Hunters & Anglers ("the Sponsor"), its advertising & promotion agencies, their respective parent companies, affiliates, subsidiaries, sales representatives &/or distributors, & their immediate families, & those living in the same household (whether related or not) are not eligible to enter.

HOW TO ENTER: There are two (2) methods of entry. **Method #1:** post a picture of a public grouse hunt to Instagram with the #PublicGrouse hashtag and the following mentions: @backcountryhunters @onxhunt @fishpondusa @project_upland @eukanubasportingdog **Method #2:** post a picture of a “Public Grouse” virtual watch party through tickets made available at: www.backcountryhunters.org/public_grouse_virtual_tour. There is no limit to number of times a person can enter.

DEADLINES TO ENTER: All social media posts on Instagram that meet the qualifying requirements between 9:00 AM eastern time (“ET”) and 11:59 PM ET on 5/14/20 “end time” will be considered for entry.

CONSUMER DISCLOSURES: No purchase necessary to enter or win. You have not yet won. Ends: 5/14/20 for all prizes. 59 prizes will be awarded. Prizes included: 7 Fishpond Gift Cards @ \$150 each; 20 annual project upland magazine subscriptions @ \$35 each; 20 annual onX maps elite memberships @ \$99.99 each; 7 six month supplies of Eukanuba dog food @ \$300 each; 5 gift cards to Backcountry Hunters & Anglers store @ \$50 each. Maximum value of all prizes: \$6,100. Odds of winning depend on the total number of eligible entries received, estimated at 1:1,000 for all prizes. SPONSOR: Backcountry Hunters & Anglers, 725 W. Alder, Suite 11, Missoula, MT 59802.

WINNER SELECTION/NOTIFICATION: Random drawings will be conducted on or about 5/15/20 from all eligible entries received during the Giveaway Entry Period to award all prizes according to entrants’ adherence to all deadlines specified herein for respective Entry Periods. Random drawings will be conducted by a representative of the Sponsor (“judges”) whose decisions are final & binding in all respects. Potential winners will be notified via email &/or mail &/or courier within 3 business days after random drawing. If a potential winner fails to respond within 14 days, or if notification is returned as undeliverable, that potential winner will be disqualified & 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 & 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. Firearm prize 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. 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. At the Sponsor's discretion, 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 selected by the Sponsor. State & local laws, restrictions & regulations may limit or prohibit the sale, prize distribution, 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 Sponsor. Prizes will be awarded within approximately 30 days of winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays. Winners bear risk of loss or damage for failure to pick up their prizes as applicable. No prize is redeemable for cash, exchange or transfer, except as stated herein or 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. Each winner is solely responsible for all taxes on prize & 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. 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. Limit: one prize per person or household.

GENERAL: By participating in the Giveaway, 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 Giveaway. Except where prohibited by law, entry & acceptance of prize constitute permission to use each winner's name, photograph, hometown, likeness, & prize won (all at Sponsor's 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 Giveaway or in the announcement of any prize or for any suspension of the Giveaway or inability to implement the Giveaway or award the prizes as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, 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 Giveaway it sponsors any person it believes has intentionally violated these official rules; (ii) suspend the collection of entries if the Giveaway becomes unfairly impaired in any way & to select winners from among all eligible entries received prior to such action. This Giveaway 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 Giveaway, 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 GIVEAWAY. 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 GIVEAWAY, 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.

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 Giveaway, & 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.

WINNERS LIST: For a copy of the winners list (available after 6/1/20), send a self-addressed, stamped envelope by 10/1/19 to: 2020 BHA Public Grouse Giveaway Winners List Request, PO Box 9257, Missoula, MT 59807-9257.

OPT-OUT: To opt-out of Sponsor’s future Giveaway mailings, send your request to: Backcountry Hunters & Anglers Giveaway Opt-out Request, PO Box 9257, Missoula, MT 59807-9257.

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.