

## WHITETAIL UNIVERSE THE RUT GIVEAWAY OFFICIAL RULES

### NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

**A purchase or payment of any kind will not increase your odds of winning.**

THIS SWEEPSTAKES IS ONLY INTENDED FOR ELIGIBLE PARTICIPANTS AND WILL BE GOVERNED BY APPLICABLE U.S. LAW. DO NOT ENTER IF YOU DO NOT AGREE WITH THESE OFFICIAL RULES OR ARE NOT ELIGIBLE TO PARTICIPATE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**1. SWEEPSTAKES PERIOD:** The Whitetail Universe The Rut Giveaway (the "Sweepstakes") begins at 12:01 a.m. Central Time, September 29, 2017 and ends at 11:59 p.m. CT, October 26, 2017 (the "Sweepstakes Period"). Sponsor's computer is the office time-keeping device for the Sweepstakes.

**2. ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States or District of Columbia who as of the date of his/her submission is 18 years of age or older (19 in AL and NE). Individuals who are employees, contractors, or agents of The Sportsman's Guide, Inc. ("Sponsor"), and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and the immediate family members (e.g. spouses, domestic partners, parents, children and siblings and their respective spouses or domestic partners, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon not only proof of eligibility but upon fulfilling all requirements of the Official Rules.

**3. HOW TO ENTER:** The Sweepstakes is an online promotion. During the Sweepstakes Period you can enter at <https://www.sportsmansguide.com/giveaway/giveawayregistration?id=4586>. You must complete and submit the entry form as instructed. Entrants will be required to: (A) complete the online entry form and provide certain information, including first and last name, email address, phone number, and complete mailing address; and (B) confirm eligibility and agreement with these Official Rules. After all requirements have been met, entrant will receive one (1) entry for the Sweepstakes ("Entry") into the Prize drawing.

**Limit:** There is a limit of one (1) Entry per person during the Sweepstakes Period. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple/different email addresses, identities or registration information, or by any other methods, will automatically void all of that entrant's Entries and the entrant may be disqualified from all participation. Use of any automated system to enter is prohibited and will disqualify the entrant on all of their attempted or actual Entries. Any decision to void an Entry or disqualify and entrant is made at Sponsor's sole discretion.

**Consent to Receive Email:** During the entry process, entrants have the option to sign-up for Sponsor's email marketing program. Consenting to receive email marketing is optional and does not increase an entrant's odds of winning. Entrants may opt-out of the receipt of such emails at any time following the directions in Sponsor's Privacy Policy or in any email marketing messages received from Sponsor.

**4. RANDOM DRAWING:** Sponsor will randomly select two (2) potential Prize winners from among all eligible Entries within seven (7) days of the end of the Sweepstakes Period for each Prize available as set forth in Section 5 below. The drawing will take place at Sponsor's offices in South St. Paul, Minnesota. Odds of winning depend upon the number of eligible Entries received.

**5. PRIZE / APPROXIMATE RETAIL VALUE (“ARV”):** A total of two (2) YETI Roadie 20 Cooler (ARV USD \$200 each) will be awarded (each a “Prize”). Each potential Prize winner will only receive one (1) Prize. Total ARV of all Prizes: USD \$400.

Neither the Prize nor any of its components are transferable or redeemable for cash. Prize substitution will not be allowed, except at the sole discretion of Sponsor. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor or Donor Entities. Sponsor reserves the right to substitute a Prize (or portion thereof) of comparable or greater value, at its sole discretion. Actual Prize value may vary based on variable costs associated with the Prize or retail sale/discount offers applicable to the Prize and winner will not receive the difference between actual and approximate retail value. Prize winners are solely responsible for any incidental costs and expenses associated with Prize acceptance and use not specified in these Official Rules and all applicable taxes and fees associate with Prize receipt and use. U.S. winners may be issued an IRS 1099 form for Prizes with an ARV over \$600. No more than the stated number of Prizes will be awarded. Prize is made available in part by YETI, the “Donor Entities”).

**6. WINNER NOTIFICATION & ACCEPTANCE:** Sponsor will attempt to notify the potential winner by email, mail, or phone, at Sponsor's sole election, within approximately five (5) days of drawing using the information provided with the Entry. Sponsor is not responsible for any change in information or typographical errors submitted by the potential winner or if the potential winner does not receive the notification. The potential winner must respond using the provided contact information and instructions within seventy-two (72) hours of notification. Potential winners are subject to verification, including verification of age and eligibility. If a potential winner fails or refuses to provide the information requested by the date stated in the notification message or any other request from Sponsor related to the Prize award, the potential winner may be disqualified. The potential winner will be required to sign and return an Affidavit/Declaration of Eligibility/Release of Liability form, a publicity release, and/or provide personal information to enable Sponsor to fulfill its tax reporting obligations within the time periods specified in the Prize notification message to claim their Prize. Failure or unwillingness to comply with these requirements or any other requirements in these Official Rules may result in disqualification.

If Sponsor, using commercially reasonable efforts, is unable to contact the Potential Prize winner within seventy-two (72) hours from the first contact attempt, a potential Prize winner is disqualified for any reason, found be non-compliant with these Official Rules, forfeits or declines the Prize for any reason, or the Prize notification, or the Prize itself, is returned as undeliverable, the Prize may, at Sponsor’s sole discretion, be forfeited and Sponsor reserves the right to award the applicable Prize to an alternate winner, even if the potential Prize winner’s name may have been publicly announced. If, after a good faith attempt to do so, Sponsor is unable to award a Prize, the Prize will not be awarded.

**7. ENTRY CONDITION AND RELEASE:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, and its parents, subsidiary, and affiliated companies, Donor Entities and any other prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s Entry, creation of an Entry or submission of an Entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of Entry; and (c) indemnify, defend and hold harmless

the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

**8. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. PUBLICITY & PERSONAL INFORMATION:** By participating in this Sweepstakes, except where prohibited by law, You irrevocably grant (and agree to confirm in writing) Sponsor permission to use Your name, address (city and state), photograph, Entry information, voice and/or video and prize information for advertising, trade, publicity and/or promotional purposes without further compensation (unless prohibited by law), in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval and further agree to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. Personal information submitted is subject to the Sponsor's privacy policy available at <https://www.sportsmansguide.com/ourcompany/privacypolicy>

**10. LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, software, or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any 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 or misuse of any prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to make another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

**11. DISPUTE RESOLUTION:** Entrants agree (and agree to confirm in writing) that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for St. Paul, Minnesota or the appropriate Minnesota State Court located in St. Paul, Minnesota; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these

Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

**12. WINNERS LIST:** For the name of the winner, visit [https://www.sportsmansguide.com/splash?key=giveaway\\_winners](https://www.sportsmansguide.com/splash?key=giveaway_winners). You can also find this page by searching for giveaway winners on the sportsmansguide.com home page. The winner list will be posted after winner confirmation is complete, which is anticipated to be within one month of the end of the Sweepstakes Period.

**13. SPONSOR:** The Sportsman's Guide, Inc., 411 Farwell Avenue, S. St. Paul, MN 55075.